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IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DELTA AIR LINES, INC.)

Plaintiff,)

vs.)

THE SMART FLYER, INC.,)

MICHAEL HOLTZ,)

JEFFREY TRAUGOT,)

and DARRYN WEINSTEIN,)

Defendants.)

1:03-CV-2652
CASE NO.

RWS

COMPLAINT

Plaintiff Delta Air Lines, Inc. ("Delta") brings this action against defendants The Smart Flyer, Inc. ("Smart Flyer"), Michael Holtz, Jeffrey Traugot and Darryn Weinstein, respectfully alleging as follows.

NATURE OF THIS ACTION

1. Delta seeks injunctive relief and an award of damages against Smart Flyer and the individual defendants. The defendants have repeatedly induced members of the Delta SkyMiles frequent flyer program ("SkyMiles Members") to sell SkyMiles awards and mileage credit, in violation of the SkyMiles Members' contracts with Delta. The defendants profit from this tortious interference with Delta's contracts and business relationships by using the awards and mileage credit

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they purchase from SkyMiles Members to obtain tickets for free air travel. Defendants then sell these tickets to prospective travelers, although such tickets are void and subject to confiscation by Delta under the SkyMiles Program Rules. Unless enjoined by this Court, the defendants' tortious conduct will continue unabated and cause irreparable injuries to Delta. Delta is entitled to injunctive relief to stop this ongoing interference with its contracts and business relationships and to an award of damages to compensate for the losses Delta has suffered as a result of the defendants' conduct.

THE PARTIES

2. Delta is a corporation organized under the laws of the State of Delaware, with its principal place of business in Atlanta, Georgia.

3. Delta is a domestic and international air carrier that sells and provides air transportation for passengers throughout the United States and overseas.

4. Smart Flyer is a corporation organized under the laws of the State of New York, with its principal place of business in that State.

5. Smart Flyer has no authority to issue or sell tickets for travel on Delta or to represent Delta in any other fashion.

6. Defendant Holtz is the chief executive officer and owner of Smart Flyer. He is a citizen of the State of New York.

7. Defendant Traugot is employed by Smart Flyer. He is a citizen of the State of New York.

8. Defendant Weinstein is employed by Smart Flyer. He is a citizen of the State of New York.

JURISDICTION AND VENUE

9. This Court possesses subject matter jurisdiction over this lawsuit under 28 U.S.C. § 1332. This is a suit between citizens of different states, and the amount in controversy exceeds the sum or value of \$75,000, exclusive of interest and costs.

10. Venue is proper under 28 U.S.C. § 1391(a) & (c).

11. The defendants solicit business in Georgia from Georgia residents and derive substantial revenue from this activity.

12. The defendants have committed torts in Georgia by inducing SkyMiles members who are Georgia residents to breach their contracts with Delta in Georgia. Defendants have also caused tortious injuries to Delta in Georgia by inducing breaches of contract by SkyMiles members both within and outside this state.

13. Specifically, the defendants advertise in Georgia and nationally seeking to induce SkyMiles Members, many of whom reside in Georgia, to breach

their contracts with Delta by selling or bartering SkyMiles awards and/or mileage credit from their accounts. Defendants have in fact successfully induced a number of Georgia residents to breach their agreements with Delta in Georgia in this fashion. Smart Flyer obtains tickets with these improperly obtained awards and sells them to purchasers, who use them for free air travel that Delta would not provide if it knew prior to departure that the tickets had been obtained through the purchase and sale of SkyMiles. A substantial portion of the unauthorized air travel obtained through the defendants' tortious conduct was provided by Delta to, from and through Georgia. Delta has suffered the resulting injury to its contract rights, business relationships and other monetary damages in Atlanta, Georgia.

PRINCIPAL ALLEGATIONS

Delta's SkyMiles Program Rules Prohibit the Sale of SkyMiles Awards by Members

14. Delta operates a frequent flyer program currently known as the SkyMiles Program.

15. Delta's SkyMiles Program is centrally administered and operated from Delta's headquarters in Atlanta, Georgia.

16. SkyMiles Members enter a contract with Delta when they join the SkyMiles Program. The terms of this contract are contained in the SkyMiles

Membership Guide and Program Rules (the “Program Rules”). A copy of the current version of the Program Rules is attached to the Complaint as Exhibit 1.

17. As described in the Program Rules, SkyMiles Members can accrue mileage credit by traveling on Delta or engaging in certain other transactions with Delta’s SkyMiles Partners. Subject to the terms and conditions set forth in the Program Rules, SkyMiles Members can redeem this mileage credit for free air travel on Delta or over a dozen other airlines or for other benefits described in the Program Rules.

18. The current version of the Program Rules contains the following provision:

The sale, purchase or barter of mileage credit, vouchers, Award Certificates and Award Tickets violates Delta’s program rules, is illegal and subjects the violator to liability for damages and litigation and transaction costs. Violators are subject to having their accounts terminated or deductions of mileage made from their accounts. Improperly obtained Certificates/Tickets are VOID and will be confiscated. Persons trying to use such tickets must pay the applicable fare to Delta in order to travel. (Exhibit 1, p. 52)

19. The same provision, expressed in the same language, has appeared in Program Rules at least since 1998.

20. Delta’s Program Rules have contained some similar provision prohibiting the sale of frequent flyer mileage credit or awards since the early 1980’s.

Smart Flyer Induces SkyMiles Members to Sell SkyMiles Awards and Mileage Credit, in Violation of their Agreements with Delta

21. Smart Flyer knows that Delta's Program Rules contain the provision quoted above in paragraph 18.

22. Defendant Holtz knows that Program Rules contain the provision quoted above in paragraph 18.

23. Defendant Traugot knows that Program Rules contain the provision quoted above in paragraph 18.

24. Defendant Weinstein knows that Program Rules contain the provision quoted above in paragraph 18.

25. Smart Flyer and the individual defendants know that Delta has enforced the provision quoted above in paragraph 18 by deducting mileage credit from the accounts of SkyMiles Members upon discovery that they have sold SkyMiles awards or mileage credit.

26. Smart Flyer advertises nationally in USA Today that it purchases awards or mileage credit from frequent flyers.

27. At various times, Smart Flyer's advertisements in USA Today have read as follows:

Air Miles Needed
Top \$ Paid
(800) 962-3338

Air Awards Needed

Top \$ Paid
(800) 962-3338

28. Smart Flyer purchases SkyMiles awards and/or mileage credit from Delta SkyMiles Members who call in response to these advertisements.

29. Smart Flyer does not inform Delta SkyMiles Members responding to its advertisements that Delta's Program Rules prohibit Members from selling SkyMiles awards or mileage credit.

30. To the contrary, if the issue arises, Smart Flyer represents to Delta SkyMiles members that it is not a violation of Delta's Program Rules for them to sell mileage credit or awards.

31. Smart Flyer uses the SkyMiles awards and/or mileage credit that it purchases from Delta SkyMiles Members to obtain tickets for air travel.

32. These tickets are for travel on Delta or on one of the various other airlines, such as Air France, on which SkyMiles Members can obtain award travel under the SkyMiles Program.

33. Smart Flyer sells these tickets to prospective travelers.

34. Smart Flyer does not inform the purchasers of these tickets that Delta's Program Rules state that award tickets obtained in violation of the Program Rules are void and may be confiscated.

35. Smart Flyer generally earns a profit on the difference between the costs it incurred to purchase the SkyMiles award or mileage credit from the SkyMiles Member and the amount for which it sold the ticket to its customer.

36. Delta would not provide air travel on the tickets sold by Smart Flyer if it knew prior to departure that those tickets had been obtained through the purchase and sale of SkyMiles.

37. Defendant Holtz directs, authorizes and participates in the activities of Smart Flyer as described above in paragraphs 26 – 35.

38. Holtz has induced SkyMiles members to sell or barter SkyMiles awards and/or mileage credit with Smart Flyer.

39. Defendant Traugot participates in the activities of Smart Flyer as described above in paragraphs 26 – 35.

40. Traugot has induced SkyMiles members to sell or barter SkyMiles awards and/or mileage credit with Smart Flyer.

41. Defendant Weinstein participates in the activities of Smart Flyer as described above in paragraphs 26 – 35.

42. Weinstein has induced SkyMiles members to sell or barter SkyMiles awards and/or mileage credit with Smart Flyer.

43. Defendants intend to continue buying Delta SkyMiles awards and/or mileage credit and selling the tickets they obtained through this conduct.

**COUNT ONE – TORTIOUS INTERFERENCE WITH CONTRACT
AND BUSINESS RELATIONSHIPS
(INJUNCTIVE RELIEF)**

44. Delta realleges the allegations of paragraphs 1 – 43 as if restated verbatim.

45. Acting improperly and without privilege, Smart Flyer and the individual defendants induce Delta SkyMiles Members to breach their contracts with Delta by selling SkyMiles awards and/or mileage credit in violation of the Program Rules. Smart Flyer and the individual defendants engage in this conduct purposefully, with malice and the intent to injure Delta.

46. Acting improperly and without privilege, Smart Flyer and the individual defendants interfere in the business relationships between Delta and those travelers who, instead of purchasing a ticket for travel on Delta in accordance with Delta's rules, buy a ticket from Smart Flyer that was obtained through the purchase and sale of SkyMiles. Smart Flyer and the individual defendants engage in this conduct purposefully, with malice and the intent to injure Delta.

47. Defendants' conduct deprives Delta of its rights under the contracts it enters with SkyMiles Members and its right to control the terms under which it offers its SkyMiles Program to those Members.

48. Defendants' conduct injures Delta's good will and relationships with its SkyMiles members by inducing those members to violate the Program Rules and, in some instances, deceiving them into believing that Delta allows the purchase and sale of SkyMiles awards and mileage credit.

49. Defendants' conduct also injures Delta's good will and business relationships with travelers who, instead of buying a valid ticket from Delta, buy a ticket from Smart Flyer that is void and may be confiscated if Delta learns that it was obtained through the purchase and sale of SkyMiles.

50. Defendants' conduct further injures Delta by inducing it to provide free travel that it would not provide if it knew prior to departure that the tickets in question had been obtained through the purchase and sale of SkyMiles.

51. Some of these injuries are irreparable and cannot be adequately compensated through an award of monetary damages. Even those injuries that are subject to quantification could be compensated only through an impractical multiplicity of judicial proceedings. Thus, only this Court's equitable powers can afford a complete and adequate remedy for defendants' tortious conduct.

52. Delta is entitled to preliminary and permanent injunctive relief prohibiting the defendants from purchasing or soliciting the purchase of Delta SkyMiles awards, award tickets and/or mileage credit; from selling tickets obtained through such purchased awards or mileage credit; and from otherwise interfering in Delta's contracts with SkyMiles Members and other customers.

**COUNT TWO –TORTIOUS INTERFERENCE WITH CONTRACT
AND BUSINESS RELATIONSHIPS
(COMPENSATORY AND PUNITIVE DAMAGES)**

53. Delta realleges the allegations of paragraphs 1 – 52 as if restated verbatim.

54. As a direct and proximate result of defendants' tortious conduct, Delta has been induced to transport persons not entitled to fly without purchasing tickets at lawfully established fares and suffered other injuries.

55. Delta is entitled to recover damages for all injuries sustained as a result of the defendants' tortious interference with Delta's contracts and business relationships.

56. The defendants' actions constitute wilful misconduct, malice, fraud, wantonness and oppression, and demonstrate an entire want of care that raises a presumption of conscious indifference to the consequences. Defendants act with the specific intent to cause harm to Delta, its contract rights, and its financial

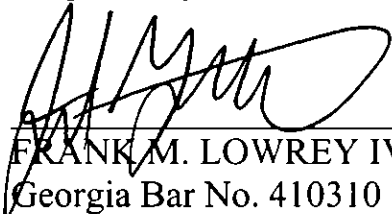
interests. Accordingly, Delta requests an appropriate award of punitive damages to punish, penalize and deter the defendants' wrongful conduct.

57. The defendants have proceeded with the conduct described above despite actual notice of the terms of Delta's contracts with its SkyMiles Members. Defendants have acted in bad faith with respect to the conduct alleged herein, have been stubbornly litigious, and have caused Delta unnecessary trouble and expense. Accordingly, Delta is entitled to recover its costs of suit along with a reasonable attorney's fee.

WHEREFORE, Delta respectfully asks that the Court:

- (a) enter appropriate injunctive relief on Count One, as necessary to enjoin and remedy the defendants' unlawful conduct;
- (b) enter judgment on Count Two awarding Delta the damages caused by defendants' unlawful conduct, including punitive damages;
- (c) award Delta its costs of suit and reasonable attorney's fees; and
- (d) order such other relief as appropriate and necessary.

Respectfully submitted,



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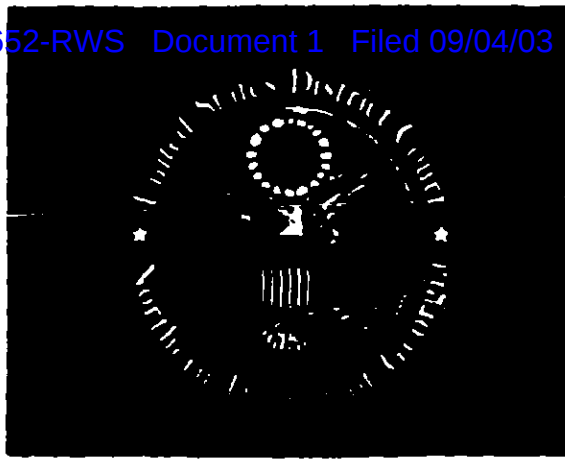


EXHIBIT / ATTACHMENT

1

(To be scanned in place of tab)

Membership Guide & Program Rules 2003

Welcome	1
Mileage Building Opportunities	2
Miles in the Air	2
Miles on the Road	4
Miles Where You Stay	4
Miles for All Your Purchases	6
Miles for Telecom Services	8
Miles Any Which Way	9
Purchasing Miles	10
Promotional Partnerships	11
The SkyTeam Alliance	11
Earning Medallion Status	12
The SkyMiles Medallion Program	12
The Million Miler™ Program	15
Mileage Redemption Opportunities	16
Awards	16
Zone Definition	19
Award Chart Terms & Conditions	20
Delta Upgrades	22
Crown Room Club Awards	25
Airline Partner Awards	26
Redeeming Your Award	32
Fees	33
Other Partner Redemptions	34
Mileage Credit Rules and Conditions	35
Air Travel Terms	35
Restrictions	35
Car Rental Terms	36



Accommodation Terms	36
Credit Card Terms	37
Other Partner Terms	39
Recording Mileage Credit	41
Calculation of Mileage	41
Mileage Credit Restrictions	42
Prohibited Practices	42
Account Deletion and Mileage Expiration	42
SkyMiles Statements and Program Updates	43
Delta Personal Identification Number (PIN)	43
Account Discrepancies	44
Award Travel Rules & Conditions	45
Delta Award Travel Conditions	45
Booking Your Award Travel Reservation	45
General Rules for the SkyMiles Mileage Purchase Option	45
Ticketing	46
Ticket Reissue/Rerouting	47
General Rules for SkyMiles Award Certificates	47
Award Transfer	48
Unused Award Tickets	48
Lost/Stolen Award Tickets and Award Certificates	48
Additional Fees	49
Partner Award Travel	49
SkyMiles Membership Rules and Conditions	50
General Notes	50
Conditions of Enrollment	50
Name and Address Changes	50
Audit and Disqualification	51
Important Notice Concerning Program Changes and Termination	51
Legal Notification	52
Privacy Statement	52
Telephone Numbers for Reservations and Information	52
SkyMiles Member Services Outside the U.S.	54

Welcome.

If you're not earning miles, are you really getting anywhere?

With hundreds of ways to earn miles, the SkyMiles program is the shortest distance between you and Award Travel. Now, whether you're traveling on company time or your own, every trip will count for something more. Something for you.

With the SkyMiles program, you're on your way to earning benefits that make a big difference in the way you travel. From your first upgrade to the day you earn Medallion® status, you'll find lots of exclusive privileges designed to make your travels easier and more comfortable.

Use your SkyMiles number, and every time you take a qualifying Delta flight or take advantage of our many partners, you'll earn miles. From using the Delta SkyMiles Credit Card from American Express or using AT&T Wireless and Long Distance services to staying at partner hotels, there are all kinds of ways to get closer to Award Travel.

Hang on to this guide for future reference; it has the information you need to take advantage of the SkyMiles program. You can also view the latest program information online at delta.com/skymiles. Check in often for program updates and offers, and start enjoying travel that really gets you somewhere. Somewhere you want to be.

Mileage Building Opportunities

The following charts show the current ways you can earn miles with Delta and SkyMiles partners. For mileage credit rules and conditions for Delta and the Partners, see pages 35-42.

Miles in the Air (See page 35 for more details.)

Airline	Class	Mileage Earned
Delta Air Lines Delta Express* Delta Shuttle*	Coach/ Economy Class	500 miles minimum or actual miles flown, whichever is greater
	Business Elite*/ Business Class	150% of mileage
	First Class	150% of mileage
Delta Connection† American Eagle† Atlantic Coast Airlines Atlantic Southeast Airlines (ASA) Chautauqua Airlines Comair SkyWest Airlines	Coach Class	500 miles minimum or actual miles flown, whichever is greater
Air France	Economy Class	500 miles minimum or actual miles flown, whichever is greater
	Business Class	150% of mileage
	First Class/ Concorde‡	150% of mileage
Air Jamaica South African Airways China Airlines Emirates	Economy Class	500 miles minimum or actual miles flown, whichever is greater
	Business Class	125% of mileage
	First Class	150% of mileage

Airline	Class	Mileage Earned
Korean Air	Economy Class	500 miles minimum or actual miles flown, whichever is greater
	Economy Premium/ Business Class	150% of mileage
	First Class	150% of mileage
AeroMexico Alitalia Czech Airlines	Economy Class	500 miles minimum or actual miles flown, whichever is greater
	Business Class	150% of mileage
EL AL Israel Airlines	Economy Class	250 miles minimum or 50% of actual miles flown for discounted economy fares; 500 miles minimum or actual miles flown for full economy fares
	Business Class	125% of mileage 150% for fares booked in C class
	First Class	150% of mileage
China Southern Singapore Airlines	Economy Class	Actual mileage
	Business Class	125% of mileage
	First Class	150% of mileage
Malaysia Airlines	Economy Class	No mileage credit
	Business Class	125% of mileage
	First Class	150% of mileage
United Airlines (U.S. domestic service only, including Puerto Rico and U.S. Virgin Islands)	Economy Class	500 miles minimum or actual miles flown, whichever is greater
	Business Class	125% of mileage
	First Class	150% of mileage

Airline	Class	Mileage Earned
Virgin Atlantic Airways	Economy Class	500 miles minimum or actual miles flown, whichever is greater
	Premium Economy	115% of mileage
	Upper Class	150% of mileage

*Delta Express and Delta Shuttle flights operate Coach Class only.

†No mileage credit unless flight is in connection with a Delta flight.

‡When Concorde is operating.

Mileage earned is subject to change.

Miles on the Road (See page 36 for more details.)

Partner	Mileage Earned
Alamo [®] Rent A Car; Avis [®] ; Dollar Rent A Car; Hertz; National Car Rental [®] ; Thrifty Car Rental	50 miles per rental day per qualifying car rental at participating locations
Thrifty Car Rental	250 miles for parking three times at the same participating Thrifty parking facility within a one-year period
Europcar	60 miles per rental day per qualifying car rental at participating locations

Mileage earned is subject to change.

Miles Where You Stay (See page 36 for more details.)

Partner	Mileage Earned
Caesar Park; Concorde Hotels; Conrad [®] ; Doubletree [®] ; Embassy Suites Hotels [®] ; Fiesta Americana; Forum; Four Points [®] by Sheraton; Hilton [®] ; Hilton Garden Inn [®] ; Homewood Suites [®] by Hilton; Hyatt Hotels and Resorts [®] ; InterContinental [®] Hotels and Resorts; Le Méridien hotels; Omni Hotels; Park Hyatt [®] Hotels; select Raffles International Hotels and Resorts; Sheraton Hotels & Resorts; Sofitel Hotels; SRS-WORLDBHOTELS; St. Regis; Summerfield Suites by Wyndham [®] ; The Luxury Collection [®] ;	500 miles per qualifying hotel stay*

Partner	Mileage Earned
Taj International and Taj Luxury Hotels; Tokyu Excel Hotels; Tokyu Hotels; Tokyu Inns and Resorts; W Hotels®; Westin Hotels & Resorts®; Wyndham Hotels and Resorts SM	
Hawthorn Suites	300 miles per qualifying hotel stay*
Best Western International; Clarion®; Comfort Inn®; Comfort Suites®; Fiesta Inn; MainStay Suites; Mercure Hotels; Novotel Hotels; Quality®; Sleep Inn®; Sol Meliá Hotels and Resorts; Taj Business Hotels; Taj Leisure Hotels	250 miles per qualifying hotel stay*
Econo Lodge®; Rodeway Inn®	150 miles per qualifying hotel stay*
Radisson Hotels & Resorts®	125 miles per qualifying hotel stay*
Hampton Inn®; Hampton Inn & Suites®; Scandic Hotels	100 miles per qualifying hotel stay*
Jumeirah International; JW Marriott® Hotels; Marriott Conference Centers; Marriott Hotels, Resorts and Suites; Marriott Vacation Club International, Renaissance Hotels, Resorts and Suites	3 miles per USD spent on qualifying charges*
Crowne Plaza [‡] Hotels and Resorts; Holiday Inn® Hotels and Resorts; Holiday Inn Express®; Staybridge Suites [‡] by Holiday Inn [‡]	2.5 miles per USD (or local currency equivalent) spent on room rate only*
Courtyard by Marriott; Fairfield Inn by Marriott; Residence Inn by Marriott; Springhill Suites by Marriott; TownePlace Suites by Marriott	1 mile per USD spent on room rate only*

*Miles only at participating locations. Please check with each hotel partner for details and other restrictions.
Mileage earned subject to change.

Miles for All Your Purchases (See page 37 for more details.)

Partner	Miles Earned
Platinum Delta SkyMiles Credit Card from American Express	Earn up to 15,000 bonus miles with the first Card purchase, 5,000 of which are Medallion Qualification Miles. <i>Always Double Miles</i> **—earn 2 miles per eligible USD spent at supermarkets, gas stations, drugstores, home improvement stores, the U.S. Postal Service, when you pay your wireless phone bill, and when you make Delta purchases. Earn 1 mile per eligible USD spent for all other Card purchases. Earn an additional 10,000 Medallion Qualification Miles every year in which you charge \$25,000 in purchases to the Card. Earn a free Delta domestic Coach Class companion certificate when you renew your Cardmembership.
Gold Delta SkyMiles Credit Card from American Express	Earn up to 10,000 bonus miles with the first Card purchase. <i>Always Double Miles</i> *—earn 2 miles per eligible USD spent at supermarkets, gas stations, drugstores, home improvement stores, the U.S. Postal Service, when you pay your wireless phone bill, and when you make Delta purchases. Earn 1 mile per eligible USD spent for all other Card purchases.
Delta SkyMiles Credit Card from American Express	Earn 5,000 bonus miles with the first Card purchase. <i>Always Double Miles</i> *—earn 2 miles per eligible USD spent at supermarkets, gas stations, drugstores, home improvement stores, the U.S. Postal Service, when you pay your wireless phone bill, and when you make Delta purchases. Earn 1 mile per eligible USD spent for all other Card purchases.
Delta SkyMiles Options Credit Card from American Express	Earn 1,000 miles with first Card purchase. Earn 1 mile for every 2 eligible USD spent. <i>Always Double Miles</i> benefit not applicable.

Partner	Miles Earned
Delta SkyMiles Business Credit Cards from American Express	Receive all the benefits that the personal card offers, plus customized solutions for small-business needs. Take advantage of everyday savings and receive exclusive savings at places such as Cingular Wireless [®] ; Dell [™] ; FedEx; Exxon [®] ; Hertz; the Hilton Family of Hotels; Kinko's [®] ; Mobil [®] ; Nextel; and Staples. [®] Access all the tools, services and savings offered through OPEN: The Small Business Network.
Delta SkyMiles Asahi Visa Credit Card—Japan	Earn 10 miles for every 1,000 yen spent. Available to residents of Japan. You will also earn a one-time 2,000-mile activation bonus for the Gold Card; 5,000 bonus miles will be awarded to Cardmembers who spend 500,000 yen or more during the first six months of enrollment, and 5,000 bonus miles will be awarded to Cardmembers who spend 500,000 yen or more during the second six months of enrollment.
Delta SkyMiles Corp Banca Visa Credit Card—Chile	Earn 1 mile for every 1 USD spent. Available to residents of Chile who are over 18 years of age. You will also earn 2,000 bonus miles upon activation of the Classic Card, 5,000 miles upon activation of the Gold Card and 6,000 bonus miles after reaching a spending threshold of US \$6,000 per year.
Delta SkyMiles Visa Credit Cards—United Kingdom	Earn 1 mile for every pound spent. Available to residents of the United Kingdom who are 18 years of age and older. You will also earn 5,000 bonus miles after your first Platinum Card purchase and 2,500 miles after your first Classic Card purchase. Cardmembers are also eligible for a permanent 10% discount on all Europcar auto rentals throughout Europe.

Partner	Miles Earned
Delta SkyMiles Visa Credit Cards—Ireland	Earn 1 mile for every 2 Euros spent. Available to residents of the Republic of Ireland who are 18 years of age and older. You will also earn 5,000 bonus miles after your first Gold Card purchase and 2,500 miles after your first Visa Card purchase. Cardmembers are also eligible for a permanent 10% discount on all Europcar auto rentals throughout Europe.
Delta SkyMiles Bitol Visa Credit Cards—Mexico	Earn 1 mile for every 1 USD equivalent spent and 2 miles on all Delta purchases. Available to residents of Mexico who are over 18 years of age. You will also earn 5,000 bonus miles after your first purchase with your Platinum Plus Card and 2,500 bonus miles after your first purchase with your Classic Card.

*See page 37 for more details.

Mileage earned is subject to change.

Miles for Telecom Services (See page 39 for more details.)

Partner	Miles Earned
AT&T Consumer	New AT&T customers earn 5,000 bonus miles on qualifying AT&T Local and Long Distance services. New and current AT&T customers earn 5 miles for every dollar spent.
AT&T Wireless	Earn 5,000 miles when you sign up for and activate AT&T Wireless phone service.
EarthLink™	Earn 5,000 miles when you sign up for EarthLink Internet service.

Mileage earned is subject to change.

Miles Any Which Way (See page 39 for more details.)

Partner	Miles Earned
Ameritrade	Earn up to 25,000 miles for opening a brokerage account.
Club Rewards [®] from Diners Club International [®]	Redeem Club Rewards [®] points for miles; 2,000 Club Rewards points equals 1,000 miles in the U.S.
Critics' Choice Entertainment Program	Earn 500 miles upon enrollment and 500 miles every six months as long as membership lasts. Enjoy half-price movie tickets, discount tickets to nationwide amusement parks and more.
E-LOAN	Earn 1,250 miles per \$10,000 borrowed for a home mortgage refinance or home equity loan; 3,500 miles for a car loan or refinance.
E*TRADE [®] Financial	Earn up to 75,000 miles for opening a brokerage account, banking or mortgage.
FTD.COM	Earn 10 miles for every dollar spent plus 100 bonus miles for Medallion members.
GMAC Real Estate	Earn up to 125,000 miles when buying or selling your home (bonus ranges from 12,500 to 125,000 miles, based on the price of the home bought or sold).
Identity Track SM	Earn 500 miles upon enrollment and 500 miles every six months as long as membership lasts. Protect yourself from identity theft with Identity Track.
LendingTree [®]	Earn 3,000 miles for every \$10,000 in home sale and/or purchase price; earn 1,250 miles for every \$10,000 in mortgage, home equity or auto loan amount.
The <i>Membership Rewards</i> [®] Program from American Express	Receive up to 1 mile per point when you transfer <i>Membership Rewards</i> points to miles. Transfer as few as 1,000 points to top off your account, or as many as you need for your next SkyMiles Award.

Partner	Miles Earned
Network Solutions	Earn 1,000 miles for each transaction when you sign up for new domain names, transfer or renew existing domain names, e-mail services and Web site services.
points.com	Convert points and miles from various other loyalty programs into Delta miles using <i>pointsexchange™</i> at www.points.com .
Signature Auto Club	Earn 500 miles upon enrollment and 500 miles every six months as long as membership lasts. Save money on discounted emergency road service, new and used car buying and pricing service and legal defense.
SkyMiles Dining by iDine	Earn up to 10 miles for every dollar spent on first visit per month at participating restaurants across the U.S.
1-800-FLOWERS.COM	Earn 300 miles for a minimum purchase of \$29.99, plus 100 miles for every additional \$10 spent; additionally, earn 50 miles for every additional \$10 increment spent for Silver and Gold Medallion members, 100 miles for Platinum Medallion members.

Mileage earned subject to change.

Purchasing Miles

New online functionality from delta.com makes buying miles simpler than ever before, whether for yourself, as a gift or as an incentive for your customers or employees. Give the gift of travel to a loved one, or hand out a bonus that your clients and coworkers will truly value.

To buy miles for:	Visit:	Comments
Yourself, or as a gift	delta.com/buymiles	<ul style="list-style-type: none"> •Purchase in 1,000-mile increments •May be used toward Award Travel, upgrades and more •Give gifts with a personalized e-mail, e-card or printable certificate

To buy miles for:	Visit:	Comments
Customers or employees	delta.com/skyrewards	<ul style="list-style-type: none"> • Great for promotions, contests and incentives • Miles can be awarded in any denomination • Distribute miles electronically or as paper certificates

Promotional Partnerships

Periodically, different companies and organizations offer promotional mileage-earning opportunities for SkyMiles members. To learn about current opportunities with promotional partners, please see delta.com/skymiles/sm_programs/sm_partners/other_partners/index.jsp.

The SkyTeam™ Alliance

~~The SkyTeam Alliance was created for you—with six of the world's leading airlines: Delta, AeroMexico, Air France, Alitalia, Czech Airlines and Korean Air, you get the most from your Delta SkyMiles benefits. The SkyTeam partners help you enjoy global travel that's more comfortable and convenient. You'll earn miles for all qualifying fares on SkyTeam flights, and the mileage you earn on SkyTeam flights will be applied toward Medallion Qualification Miles.~~

Best of all, if you achieve Medallion status, you are entitled to travel as an elite-level member on SkyTeam airlines. That means benefits like priority check-in, priority boarding and priority reservation waitlist follow you around the globe when you travel with SkyTeam. And Delta Platinum Medallion members enjoy the additional benefits of priority baggage handling, complimentary lounge access and guaranteed Economy Class reservations on Delta, Delta Connection Carriers and SkyTeam-operated flights.

Earning Medallion Status

The SkyMiles Medallion Program

From the time you make your travel plans to the moment you claim your baggage after a flight, Medallion status can improve your travel experience every step of the way. You can qualify for 2004 Medallion status by earning "Medallion Qualification Miles" based on activity in the 2003 calendar year. To qualify for 2004 Silver Medallion, Gold Medallion or Platinum Medallion status, simply earn the required number of Medallion Qualification Miles between January 1, 2003, and December 31, 2003. You will then enjoy the benefits of 2004 Medallion status from your time of qualification through February 28, 2005.

The following chart outlines the benefits available to you at each level of Medallion status, as well as the amount of Medallion Qualification Miles you will need to reach that level.

Status Level	Qualification	Benefit Summary
Platinum Medallion	100,000 Medallion Qualification Miles	<ul style="list-style-type: none"> • Priority boarding • Special check-in privileges • Earned Upgrade points • Complimentary Platinum Medallion Upgrades • Preferred seating • Priority waitlist status • 100% mileage bonus • Priority baggage-handling • Special Member Services Line • Complimentary Crown Room Club® access • Access to international airport lounges • Inflight VIP travel assistance • Service-fee discounts
Gold Medallion	50,000 Medallion Qualification Miles	<ul style="list-style-type: none"> • Priority boarding • Special check-in privileges • Earned Upgrade points • Preferred seating • Priority waitlist status • 100% mileage bonus • Special Member Services Line • Crown Room Club membership discount • Service-fee discounts
Silver Medallion	25,000 Medallion Qualification Miles	<ul style="list-style-type: none"> • Priority boarding • Special check-in privileges • Earned Upgrade points • Preferred seating • Priority waitlist status • 25% mileage bonus • Special Member Services Line • Crown Room Club membership discount • Service-fee discounts

Medallion Qualification Miles are a multiple of the distance flown and fare class purchased for flights on Delta, Delta Connection® carriers, Delta Shuttle, Delta Express and SkyTeam partners. Medallion Qualification Miles for Delta flights are calculated as follows:

- First Class, BusinessElite or Business Class (P, F, A, J, D, C or I fares) will earn Medallion Qualification Miles equal to 200 percent of the actual miles flown
- Coach Class (Y, B, or M fares) will earn Medallion Qualification Miles equal to 150 percent of the actual miles flown
- Discounted Coach Class (H, Q, K or S fares) will earn Medallion Qualification Miles equal to 100 percent of the actual miles flown
- Deeply-Discounted Coach Class (L, U or T fares) will earn Medallion Qualification Miles equal to 50 percent of the actual miles flown

For example, the chart below outlines the formulas for earning Medallion Qualification Miles based on a 500-mile flight segment*:

Delta

Class of Service	Fare Class Purchased	Medallion Qualification Miles Formula	Medallion Qualification Miles Earned on a 500-Mile Flight Segment
First, BusinessElite and Business	P, F, A, J, D, C, I	Flown miles x 2	1,000
Coach	Y, B, M	Flown miles x 1.5	750
Discounted Coach	H, Q, K, S	Flown miles x 1	500
Deeply discounted Coach	L, U, T	Flown miles x .5	250
Award/Special Fares	R, O, N, E	Flown miles x 0	0

Air France

Class of Service	Fare Class	Medallion Qualification Miles Formula	Total Medallion Qualification Miles Earned
First or Business	A, J, R, P, F, C, D, Z, I	500 x 2	1,000
Economy	Y, K	500 x 1.5	750
Discounted Economy	H, T, M, S, W	500 x 1	500
Deeply discounted Economy	V, Q, L, N	500 x .5	250

Note: All other classes of service do not accrue mileage.

AeroMexico

Class of Service	Fare Class	Medallion Qualification Miles Formula	Total Medallion Qualification Miles Earned
First or Business	J, A	500 x 2	1,000
Economy	Y, B, M	500 x 1.5	750
Discounted Economy	H, S, K, Q	500 x 1	500
Deeply discounted Economy	V, T, X, N, W, L	500 x .5	250

Note: All other classes of service do not accrue mileage.

Alitalia

Class of Service	Fare Class	Medallion Qualification Miles Formula	Total Medallion Qualification Miles Earned
First or Business	J, I, Z, C	500 x 2	1,000
Economy	Y, M, H	500 x 1.5	750
Discounted Economy	L, W, B, Q	500 x 1	500
Deeply discounted Economy	V, T, K, N, X	500 x .5	250

Note: All other classes of service do not accrue mileage.

Czech Airlines

Class of Service	Fare Class	Medallion Qualification Miles Formula	Total Medallion Qualification Miles Earned
First or Business	C, D	500 x 2	1,000
Economy	Y, B, M, T	500 x 1.5	750
Discounted Economy	L	500 x 1	500
Deeply discounted Economy	Q, V	500 x .5	250

Note: All other classes of service do not accrue mileage.

Korean Air

Class of Service	Fare Class	Medallion Qualification Miles Formula	Total Medallion Qualification Miles Earned
First or Business	P, F, C	500 x 2	1,000
Economy	Y, K, M, S, W, Z, I	500 x 1.5	750
Discounted Economy	T, H, X, E	500 x 1	500
Deeply discounted Economy	L, O, V	500 x .5	250

Note: All other classes of service do not accrue mileage.

*Medallion Qualification Miles are calculated based on the miles flown on a qualifying flight, or the 500-mile minimum, whichever is greater, and fare class purchased for all Delta, Delta Connection, Delta Shuttle, Delta Express, AeroMexico, Air France, Alitalia, CSA Czech Airlines and Korean Air flights only. Class-of-service bonuses, other partner mileage credit and other bonuses are not included in the mileage calculation.

A qualifying flight segment is one Delta, Delta Connection, Delta Shuttle, Delta Express, AeroMexico, Air France, Alitalia, CSA Czech Airlines or Korean Air flight taken with the purchase of a fare that is eligible for frequent flyer mileage credit.

The Million Miler™ Program

The Million Miler program recognizes and rewards members who have accumulated one million or more base miles.

The benefits include:

- Lifetime Silver Medallion status
- An exclusive thank-you gift
- Priority handling for all your customer service needs with a special toll-free line in North America, reserved for our best customers
- Unique luggage tags identifying you as a Million Miler program member

For more information, please visit delta.com/skymileschanges.

Mileage Redemption Opportunities

Awards

The charts on pages 17–31 show your Award Travel options. Delta provides you with choices of how to use your miles. You can use your miles for:

SkyChoice™ Awards: As long as there is a seat available in the applicable cabin at the time you make your reservation, you will be able to travel round-trip anytime you want. SkyChoice Awards are an especially beneficial option which can be used any time a SkySaver™ Award is unavailable for use on the dates you wish to travel. SkyChoice Awards are available only for flights operated by Delta or the Delta Connection carriers and exclude SkyTeam Round-the-World, upgrade and promotional Awards. **Because SkyChoice Awards are similar to unrestricted full-fare tickets, they require twice the mileage of a SkySaver Award.** SkyChoice Awards cannot be redeemed for one-way travel or combined with another program award.

SkySaver Awards: ~~SkySaver is the name for Delta's standard SkyMiles Award.~~ These Awards allow you to use your mileage for round-trip tickets in Coach/Economy, BusinessElite/Business or First Class. Award Seat availability is limited, especially during peak travel periods, which vary by date, time and destination. SkySaver awards are especially beneficial when your travel dates are flexible and peak travel periods can be avoided.

Mileage Purchase allows you to buy the extra miles you need for Award Travel. Depending on the Award you want to redeem, you can purchase up to 20,000 miles in increments of 1,000 miles, for just \$25 per 1,000 miles, plus any applicable governmental and nongovernmental transportation taxes and airline fees. The Mileage Purchase Option is available with the redemption of SkyChoice and Delta SkySaver Awards, which are valid for travel within or between the U.S., Alaska, Hawaii and Canada. If you choose to use Mileage Purchase, you will need to provide a valid credit card for payment in order to complete the Award Ticket process.

Award Travel via delta.com: By visiting delta.com/skymiles, you can:

- Make Award Travel reservations, and because you have logged on with your SkyMiles number and PIN, the miles in your account can be used to obtain your Award Ticket, as well as the Award Tickets of anyone else traveling with you. To use any Award Ticket you must have sufficient miles in your account for immediate ticketing or you must qualify for the SkyChoice or SkySaver Award by combining mileage redemption and mileage purchase. Your reservation must be for round-trip travel within or between the U.S., Puerto Rico or the U.S. Virgin Islands.
- Check out Award Travel Tips for some of the best Economy Class Award Travel opportunities for the time period specified.
- Find information about the SkyMiles program for travel on Delta partner flights.

For those without access to the Internet, or those traveling outside the U.S., Puerto Rico or the U.S. Virgin Islands, Award Travel reservations can be made and ticketing can be completed by calling the number on the back of your SkyMiles membership card or Delta at 1-800-323-2323.

Redeem Miles with Ease for Travel to Almost Anywhere.

Looking to learn how many miles you need for that special getaway? Now, for the first time, the Award Travel offerings of SkyTeam member airlines have been consolidated into one chart and new ones have been added, giving you more mileage redemption opportunities than ever before. What's more, awards in several regions have been reduced, which means your miles can go even farther. With SkyTeam Awards, you have the convenience of using just one Award Ticket for travel to worldwide destinations on any combination of SkyTeam Airlines.

So check out the following charts and explore all the places your miles can take you.

Multiply Mileage By 1,000	Cont'l U.S. Hawaii, Puerto Rico	Hawaii, Mexico, Caribbean, Bermuda	Central America	Northern South America	Southern South America	Europe	North Africa
Cont'l U.S., Alaska, Canada	25/40	30/60	35/50	35/60	50/75	50/80/100 ¹	50/80/100 ²
Hawaii, Mexico, Carib, Bermuda	30/60	30/60 ¹	35/50	35/60 ²	50/75	50/80/100 ³	50/80/100 ³
Central America	35/50	35/50	N/A	N/A	N/A	50/80/100 ³	50/80/100 ³
Northern South America	35/60	35/60 ²	N/A	N/A	N/A	60/100/120 ³	60/100/120 ³
Southern South America	50/75	50/75	N/A	N/A	N/A	90/140/160 ³	90/140/160 ³
Europe	50/80/100 ^{1,4}	50/80/100 ³	50/80/100 ³	60/100/120 ³	90/140/160 ³	25/30 ⁵	30/45
North Africa	50/80/100 ³	50/80/100 ³	50/80/100 ³	60/100/120 ³	90/140/160 ³	30/45	30/45
North Asia	60/90/120 ⁵	60/90/120 ⁵	60/90/120 ⁵	70/110/140 ⁵	90/140/180 ⁵	80/120/160	80/120/160
Southeast/ West Asia	70/95/130 ⁵	70/95/130 ⁵	90/140/180 ⁵	90/140/180 ⁵	120/175/210 ⁵	80/120/160	80/120/160
Indian Subcontinent	80/100/160	80/100/160	100/150/200	100/150/200	120/180/240	50/60 ⁶	70/110/140
Israel/ Middle East	80/120/160 ⁷	80/120/160 ⁷	80/120/160 ⁷	100/140/200 ⁷	110/150/220 ⁷	40/60/80	40/60/80
Cent'l Africa/ South Africa	80/120/160 ⁷	100/150/200 ⁸	100/150/200 ⁸	100/150/200 ⁸	120/180/240 ⁸	70/100/140	70/110/140
Australia, NZ, S. Pac, Indian Ocean	100/150/200 ⁸	100/150/200 ⁸	110/170/220 ⁸	110/170/220 ⁸	120/180/240 ⁸	100/150/200 ⁸	100/150/200 ⁸
Round-the-World	140/220/280 ⁹						

Multiply Mileage By 1,000	North Asia	Southeast/ West Asia	Indian Subcontinent	Israel/ Middle East	Cent'l Africa/ South Africa	Australia, New Zealand, South Pacific, Indian Ocean
Cont'l U.S., Alaska, Canada	60/90/120 ¹	70/95/130 ¹	80/100/160	80/120/160 ³	80/120/160 ³	100/150/200 ¹
Hawaii, Mexico, Carib, Bermuda	60/90/120 ¹	70/95/130 ¹	80/100/160	80/120/160 ³	100/150/200 ³	100/150/200 ¹
Central America	60/90/120 ¹	90/140/180 ¹	100/150/200	80/120/160 ³	100/150/200 ³	110/170/220 ¹
Northern South America	70/110/140 ¹	90/140/180 ¹	100/150/200	100/140/200 ¹	100/150/200 ³	110/170/220 ¹
Southern South America	90/140/180 ¹	120/175/210 ¹	120/180/240	110/150/220 ³	120/180/240 ³	120/180/240 ¹
Europe	80/120/160	80/120/160	50/60 ⁴	40/60/80	70/100/140	100/150/200 ¹
North Africa	80/120/160	80/120/160	70/110/140	40/60/80	70/110/140	100/150/200 ¹
North Asia	35/50/70 ²	50/70/100	50/70/100	80/120/160	100/150/200	70/110/140 ¹
Southeast/ West Asia	50/70/100	50/70/100	50/70/100	80/120/160	120/180/240	80/120/160 ¹
Indian Subcontinent	50/70/100	50/70/100	N/A	80/120/160 ¹⁰	80/120/160	90/140/180 ¹
Israel/ Middle East	80/120/160	80/120/160	80/120/160 ¹⁰	80/120/160	80/120/160	110/170/220 ¹
Cent'l Africa/ South Africa	100/150/200	120/180/240	80/120/160	80/120/160	80/120/160	120/180/240 ¹
Australia, NZ, S. Pac, Indian Ocean	70/110/140 ¹	80/120/160 ¹	90/140/180 ¹	110/170/220 ¹	120/180/240 ¹	N/A
Round-the-World	140/220/280 ¹¹					

Notes. Awards shown indicate Economy/Business/First Class Awards; mileage indicated should be multiplied by 1,000. Awards shown are subject to capacity controls; shaded areas indicate routes on which non-capacity controlled (i.e., SkyChoice™) awards are available for double mileage shown.

¹ Awards within Mexico available for 20/40 (AeroMexico); Awards within the Caribbean available for 30/40 (Air France). ² Awards between French Caribbean and French Guiana available for 30/40 (Air France). ³ Awards between North/Central/South America and Europe, the Middle East, and Africa are via the Atlantic. ⁴ Premium class award available on Air France Concorde flights between Paris (CDG) and New York (JFK) for 160. ⁵ Awards between North/Central/South America and Asia are via the Pacific. ⁶ Economy class awards within France (Air France) and within Italy (Alitalia) available for 20; Awards between the Czech Republic and Slovakia available for 15/25 (CSA Czech Airlines). ⁷ Awards to/from Australia/New Zealand are via Seoul (Korean Air). ⁸ Awards between Prague, Czech Republic and Colombo, Sri Lanka, available for 70/110/140 (CSA Czech Airlines). ⁹ Awards within Korea available for 15 (Korean Air). ¹⁰ Awards between Dubai, UAE and Colombo, Sri Lanka, available for 40/80 (CSA Czech Airlines). ¹¹ Round-the-World award is valid on all SkyTeam airlines; Travel must be in continuous direction with maximum of 6 stopovers (up to 3 in any one continent); Travel must end in country of origin.

Zone Definition

Caribbean

Antigua & Barbuda, Aruba, Bahamas, Barbados, British Virgin Islands, Cuba, Dominica, Dominican Republic, Grand Cayman, Grenada, Guadeloupe, Haiti, Jamaica, Martinique, Montserrat, Puerto Rico, St. Kitts & Nevis, St. Lucia, St. Vincent & the Grenadines, Trinidad & Tobago and the U.S. Virgin Islands

Central America

Belize, Costa Rica, El Salvador, Guatemala, Honduras, Nicaragua and Panama

Northern South America

Colombia, Ecuador, French Guiana, Guyana, Peru, Suriname and Venezuela

Southern South America

Argentina, Bolivia, Brazil, Chile, Paraguay and Uruguay

Europe

Albania, Andorra, Austria, Belarus, Belgium, Bosnia & Herzegovina, Bulgaria, Croatia, Cyprus, Czech Republic, Denmark, Estonia, Finland, France, Germany, Greece, Hungary, Iceland, Ireland, Italy, Latvia, Liechtenstein, Lithuania, Luxembourg, Macedonia, Malta, Moldova, Monaco, Netherlands, Norway, Poland, Portugal, Romania, Russia (Eastern), San Marino, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey, Ukraine, United Kingdom, Vatican City and Yugoslavia

North Africa

Algeria, Egypt, Libya, Morocco and Tunisia

North Asia:

Japan, Korea, Mongolia and the Russian Far East

Southeast/West Asia

Brunei, Cambodia, China, Indonesia, Laos, Malaysia, Myanmar, Papua New Guinea, Philippines, Singapore, Taiwan, Thailand and Vietnam

Indian Subcontinent

Bangladesh, Bhutan, India, Nepal, Pakistan and Sri Lanka

Middle East

Afghanistan, Armenia, Azerbaijan, Bahrain, Georgia, Iran, Iraq, Israel, Jordan, Kazakhstan, Kuwait, Kyrgyzstan, Lebanon, Oman, Qatar, Saudi Arabia, Syria, Tajikistan, Turkmenistan, United Arab Emirates, Uzbekistan and Yemen

Central Africa

Benin, Burkina Faso, Burundi, Cameroon, Central African Republic, Chad, Congo, Cote D'Ivoire, Democratic Republic of Congo, Djibouti, Equatorial Guinea, Eritrea, Ethiopia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Kenya, Liberia, Mali, Mauritania, Niger, Nigeria, Rwanda, Sao Tome & Principe, Senegal, Sierra Leone, Somalia, Sudan, Tanzania, Togo and Uganda

Southern Africa

Angola, Botswana, Comoros, Lesotho, Madagascar, Malawi, Mozambique, Namibia, South Africa, Swaziland, Zambia and Zimbabwe

South Pacific

American Samoa, Federated States of Micronesia, Fiji, French Polynesia, Kiribati, Marshall Islands, Nauru, Palau, Solomon Islands, Tahiti, Tonga, Tuvalu, Vanuatu and Western Samoa

Indian Ocean

~~Maldives, Mauritius, Reunion and Seychelles~~

Award Chart Terms & Conditions**Award Restrictions**

Delta SkyTeam awards are subject to capacity controls; Delta SkyTeam awards have no minimum stay restrictions. Maximum stay restrictions are in accordance with standard SkyMiles booking guidelines. Standby is permitted only if allowed by the carrier on which travel will occur.

Award Transfer

Award miles may be used to redeem a ticket for another individual. Standard SkyMiles rules apply.

Blackout dates

Blackout dates are defined by individual SkyTeam carriers.

Booking Restrictions

Delta SkyTeam awards must be booked a minimum of 24 hours prior to travel. Awards involving Delta flights only may be confirmed two hours prior to departure.

Changes for Travel Solely on Delta

Date and time changes are permitted without fee.

Origin and destination changes are permitted at any time provided there are no changes to the region(s) of travel.

Changes are subject to applicable fees.

Changes for Travel on SkyTeam Carriers

Date and time changes are permitted at any time without a fee.

Routing changes are not permitted once travel has commenced.

Children

Children and infants are not subject to any discounts.

Name Changes

Name changes are not permitted once an award ticket has been issued.

Open Jaw

Open jaw travel is permitted and counts as a stopover. When open jaw travel occurs between two regions, the higher award level will apply to the entire itinerary.

Round-the-World Awards

Round-the-World routing must be in a continuous eastbound or westbound direction (i.e., backtracking is not permitted). ~~Travel must terminate in the country of origin without extending beyond the point of origin.~~ Flights operated by codeshare partners must permit local traffic between the stopover point and the destination; the most direct routing applies. A maximum of six coupons are allowed for a Round-the-World Award.

Routing

All awards are for round-trip travel only. Backtracking is not permitted except as required by routing restrictions. When using a single award, side trips are not permitted.

Stopovers

One stopover is allowed per award. Round-the-World Awards allow a maximum of three stopovers per continent.

Ticket Validity

Awards are valid for one year from date of issue.

Unused Award Tickets

Unused Delta SkyTeam award tickets may be re-deposited subject to applicable fees and standard SkyMiles rules.

Upgrades

Upgrades are not allowed with Delta SkyTeam awards.

Waitlisting

Waitlisting is subject to the guidelines specified by the carrier on which travel will occur.

Delta Upgrades**Within or between the continental U.S.,
Alaska and Canada**

One-Way, One-Class Upgrade from Full Coach Fare	5,000 (D411)
One-Way, One-Class Upgrade from Select Fares*	10,000 (D511)

**Between the continental U.S., Alaska or
Canada AND Bermuda, the Caribbean,
Hawaii or Mexico†**

One-Way, One-Class Upgrade from Full Coach Fare	7,500 (D412)
One-Way, One-Class Upgrade from Select Fares*	15,000 (D512)

*Upgrades are capacity controlled. Certain fares are ineligible for upgrades. Check with Delta for applicable fare.

†For travel between Hawaii and Mexico and between Mexico and the Caribbean, two Awards are required.

Mileage amount subject to change.

**The following are between the 50 U.S.,
Bermuda, Canada, the Caribbean or
Mexico AND:****Central America**

One-Way, One-Class Upgrade from Full Economy Fare*	7,500 (D427)
One-Way, One-Class Upgrade from Select Fares*	15,000 (D527)

Colombia, Peru or Venezuela

One-Way, One-Class Upgrade from Full Economy Fare*	7,500 (D425)
One-Way, One-Class Upgrade from Select Fares*	15,000 (D525)

*Upgrades are capacity controlled. Certain fares are ineligible for upgrades. Check with Delta for applicable fares.

Mileage amount subject to change.

The following are between the 50 U.S.,
Bermuda, Canada, the Caribbean or
Mexico AND:

Brazil or Chile

One-Way, One-Class Upgrade from Full Economy Fare*	10,000 (D421)
One-Way, One-Class Upgrade from Select Fares*	25,000 (D521)

Europe

One-Way, One-Class Upgrade from Full Economy Fare*	10,000 (D431)
One-Way, One-Class Upgrade from Select Fares*	20,000 (D531)

India via the Atlantic

One-Way, One-Class Upgrade from Full Economy Fare*	20,000 (D451)
One-Way, One-Class Upgrade from Select Fares*	25,000 (D551)

Japan via the Pacific

One-Way, One-Class Upgrade from Full Economy Fare*	12,500 (D441)
One-Way, One-Class Upgrade from Select Fares*	25,000 (D541)

Between Europe AND India

One-Way, One-Class Upgrade from Full Economy Fare*	15,000 (D452)
One-Way, One-Class Upgrade from Select Fares*	25,000 (D552)

* Upgrades are capacity controlled. Certain fares are ineligible for upgrades. Check with Delta for applicable fares.
Mileage amount subject to change.

The following are between
Central America AND:

Europe

One-Way, One-Class Upgrade from Full Economy Fare*	10,000 (D436)
One-Way, One-Class Upgrade from Select Fares*	20,000 (D536)

Japan via the Pacific

One-Way, One-Class Upgrade from Full Economy Fare*	12,500 (D423)
One-Way, One-Class Upgrade from Select Fares*	25,000 (D523)

*Upgrades are capacity controlled. Certain fares are ineligible for upgrades. Check with Delta for applicable fares.

Mileage amount subject to change.

The following are between Colombia, Peru
or Venezuela AND:

Europe

One-Way, One-Class Upgrade from Full Economy Fare*	15,000 (D437)
One-Way, One-Class Upgrade from Select Fares*	30,000 (D537)

Japan via the Pacific

One-Way, One-Class Upgrade from Full Economy Fare*	20,000 (D428)
One-Way, One-Class Upgrade from Select Fares*	30,000 (D528)

*Upgrades are capacity controlled. Certain fares are ineligible for upgrades. Check with Delta for applicable fares.

Mileage amount subject to change.

The following are between Brazil or Chile AND:

Europe

One-Way, One-Class Upgrade from Full Economy Fare*	20,000 (D438)
One-Way, One-Class Upgrade from Select Fares*	40,000 (D538)

Japan via the Pacific

One-Way, One-Class Upgrade from Full Economy Fare*	20,000 (D429)
One-Way, One-Class Upgrade from Select Fares*	30,000 (D529)

* Upgrades are capacity controlled. Certain fares are ineligible for upgrades. Check with Delta for applicable fares.

Note: Award destinations and mileage redemption amounts are subject to change at any time.

Crown Room Club Awards

SkyMiles Membership Status		Membership rates
General Members	Annual	\$475 or 70,000 miles
	Annual with spouse card	\$725 or 110,000 miles
Silver Medallion Members	Annual	\$350 or 50,000 miles
	Annual with spouse card	\$550 or 80,000 miles
Gold Medallion Members	Annual	\$275 or 40,000 miles
	Annual with spouse card	\$425 or 65,000 miles
Platinum Medallion Members	Annual	Complimentary
	Annual with spouse card	\$150 or 10,000 miles

Membership rates subject to change.

Airline Partner Awards

You can also redeem SkyMiles Awards to travel on many airlines worldwide. See the charts on the following pages for specific Award options. (Award codes are in parentheses.)

For partner travel conditions, blackout dates and other Award restrictions, contact Delta.

Air Jamaica

	Economy Class	Business Class	First Class
Between the U.S. (excluding Hawaii) or Canada AND the Caribbean	30,000 (J115)	60,000 (J315)	
Between the Caribbean and Europe	50,000 (J134)	80,000 (J234)	100,000 (J334)
Within the Caribbean	30,000 (J114)	40,000 (J314)	
Between the U.S. (excluding Hawaii) or Canada and Central America (BZE)*	35,000 (J127)		40,000 (J327)

Note: Award redemption is not valid on Air Jamaica Express or Eastern Caribbean Xpress flights.

* BZE (Belize)

Mileage amount subject to change.

China Airlines

	Economy Class	Business Class	First Class
The following are between Taiwan AND: U.S., Canada, Bermuda, Caribbean and Mexico	70,000 (I140)	95,000 (I240)	130,000 (I340)
Asia	35,000 (I142)	50,000 (I242)	90,000 (I342)
Australia	60,000 (I163)	90,000 (I263)	120,000 (I363)
Europe	80,000 (I144)	125,000 (I244)	160,000 (I344)
India	50,000 (I147)	70,000 (I247)	100,000 (I347)

Mileage amount subject to change.

China Southern

	Economy Class	Business Class
Between the U.S. (excluding Hawaii), Bermuda, Canada, the Caribbean or Mexico AND Guangzhou via China Southern's Los Angeles gateway	80,000 (C147)	110,000 (C247)

Mileage amount subject to change.

EL AL Airlines

	Economy Class	Business Class
Between Israel AND: U.S. (excluding Hawaii), Caribbean, Canada, Bermuda or Mexico	80,000 (Y171)	120,000 (Y271)
Central/East Europe	30,000 (Y139)	45,000 (Y239)
Western Europe	30,000 (Y134)	45,000 (Y234)
Asia (excludes India)	60,000 (Y144)	90,000 (Y244)
India or South Africa	35,000 (Y170)	60,000 (Y270)
Mediterranean	20,000 (Y130)	30,000 (Y230)

Mileage amount subject to change.

Emirates Airlines

	Economy Class	Business Class	First Class
Between UAE AND:			
Australia	90,000 (R165)	185,000 (R265)	275,000 (R365)
Bahrain/Oman/Qatar	10,000 (R153)	25,000 (R253)	35,000 (R353)
Bangladesh/Maldives/ Sri Lanka	40,000 (R158)	85,000 (R258)	125,000 (R358)
Cyprus, Jordan, Lebanon, Syria or Egypt	25,000 (R155)	55,000 (R255)	80,000 (R355)
Europe (excluding Greece and Turkey)	50,000 (R134)	105,000 (R234)	155,000 (R334)
Greece/Turkey	40,000 (R138)	85,000 (R238)	125,000 (R338)

	Economy Class	Business Class	First Class
Between UAE AND:			
Hong Kong/Singapore/ Thailand/Malaysia	55,000 (R156)	115,000 (R256)	170,000 (R356)
India/Pakistan	25,000 (R157)	55,000 (R257)	80,000 (R357)
Iran, Kuwait, Saudi Arabia or Yemen	25,000 (R154)	55,000 (R254)	80,000 (R354)
Japan/Indonesia/ Phillipines	70,000 (R159)	145,000 (R259)	215,000 (R359)
North Africa/Kenya/ Tanzania/Tripoli/Uganda	45,000 (R179)	95,000 (R279)	140,000 (R379)
South Africa/Mauritius	70,000 (R170)	145,000 (R270)	215,000 (R370)

Mileage amount subject to change.

Malaysia Airlines

	Economy Class	Business Class	First Class
The following are from the U.S. (excluding Hawaii), Bermuda, Canada, the Caribbean or Mexico TO:			
North Asia (excludes flights connecting through Kuala Lumpur)	60,000 (L148)	90,000 (L248)	120,000 (L348)
Southeast Asia via the Pacific	70,000 (L146)	95,000 (L246)	130,000 (L346)
Southeast Asia via the Atlantic (excluding Middle East)	80,000 (L145)	100,000 (L245)	140,000 (L345)
West Asia or China	80,000 (L147)	110,000 (L247)	140,000 (L347)
The following are from Buenos Aires TO:			
Johannesburg/ Cape Town	80,000 (L175)	100,000 (L275)	130,000 (L375)
Kuala Lumpur	90,000 (L143)	110,000 (L243)	140,000 (L343)

Note: Origination restrictions apply.

Mileage amount subject to change.

Singapore Airlines

	One-Class Upgrade	Economy Class	Business Class	First Class
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The following are between the U.S. (excluding Hawaii), Bermuda, Canada, the Caribbean or Mexico AND:

North Asia via Singapore's LAX/SFO/YVR* gateways (excludes flights connecting through Singapore) 50,000 (Q748) 60,000 (Q148) 90,000 (Q248) 120,000 (Q348)

Europe via Singapore's EWR/JFK/ORD* gateway 40,000 (Q731) 50,000 (Q131) 80,000 (Q231) 100,000 (Q331)

Southeast Asia via Singapore's EWR/JFK/ORD* gateway 50,000 (Q745) 80,000 (Q145) 110,000 (Q245) 140,000 (Q345)

Southeast Asia via Singapore's LAS/LAX/SFO/YVR* gateways 50,000 (Q746) 70,000 (Q146) 95,000 (Q246) 130,000 (Q346)

West Asia or China via Singapore's EWR/JFK/LAX/ORD/SFO/LAS/YVR* gateways 50,000 (Q747) 80,000 (Q147) 110,000 (Q247) 140,000 (Q347)

* EWR (Newark), JFK (New York/John F. Kennedy), LAS (Las Vegas), LAX (Los Angeles), ORD (Chicago O'Hare), SFO (San Francisco), YVR (Vancouver).

	One-Class Upgrade	Economy Class	Business Class	First Class
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Area of travel: Within Southeast Asia or between Japan AND Taiwan 25,000 (Q142) 40,000 (Q242) 60,000 (Q342)

Area of travel: Between Southeast Asia AND Japan 40,000 (Q149) 65,000 (Q249) 95,000 (Q349)

Mileage amount subject to change

South African Airways

	Economy Class	Business Class	First Class
Between the U.S. (excluding Hawaii), Bermuda, Canada, the Caribbean or Mexico AND Southern Africa	80,000 (N172)	120,000 (N272)	200,000 (N372)
The following are between Southern Africa AND:			
United Kingdom	50,000 (N174)	80,000 (N274)	120,000 (N374)
Asia (HKG*) or Australia	80,000 (N176)	120,000 (N276)	200,000 (N376)
Asia (BOM, BKK*), Europe (excluding U.K.*) or South America	60,000 (N175)	80,000 (N275)	120,000 (N375)
Other African countries	40,000 (N170)	50,000 (N270)	
Within Southern Africa	20,000 (N179)	30,000 (N279)	

*HKG (Hong Kong), BOM (Mumbai), BKK (Bangkok), U.K. (United Kingdom).

Mileage amount subject to change.

United Airlines

	Economy Class	First Class
Within the continental U.S., Alaska	25,000 (U111)	40,000 (U311)
Between the continental U.S., Alaska AND Hawaii, Puerto Rico, U.S. Virgin Islands	35,000 (U112)	60,000 (U312)

* On aircraft offering First, Business and Coach/Economy Class, First Class Award travelers will be seated in Business Class.

Mileage amount subject to change.

Virgin Atlantic Airways

	Economy Class	Premium Economy Class	Upper Class
Between U.S. (excluding Hawaii), Bermuda, Canada, the Caribbean or Mexico AND: Europe (LGW, LHR, MAN*) or between LGW and ANU, UVF, BGI*	50,000 (S131)	60,000 (S231)	80,000 (S331)
Africa, China, Japan or India	80,000 (S145)	100,000 (S245)	140,000 (S345)
Between Europe AND:			
Nigeria	40,000 (S177)	60,000 (S277)	80,000 (S377)
South Africa, China or India	50,000 (S140)	65,000 (S240)	100,000 (S340)
Japan	60,000 (S144)	80,000 (S244)	120,000 (S344)

*LGW (London, Gatwick), LHR (London, Heathrow), MAN (Manchester), ANU (Antigua), UVF (St. Lucia), BGI (Bridgetown).
Mileage amount subject to change.

Redeeming Your Award

Delta offers simple and convenient methods for redeeming an Award. Mileage will automatically be deducted from your account when completing your mileage redemption transactions.

When applicable, all governmental and nongovernmental transportation taxes, security fees and airline fees will be collected.

If you are redeeming on delta.com or over the phone, you will need your 10-digit SkyMiles number and Delta Personal Identification Number (PIN). You may also request your redemption by mail/FAX. Certain circumstances have applicable fees. See page 33 for fees.

Redemption Options	General Information
Delta.com	<p>Award Ticket—Search for Award Seat availability, book Award Travel reservations and redeem your miles for tickets within the United States, Puerto Rico and the U.S. Virgin Islands.</p> <p>Award Certificate—Redeem miles and receive a certificate that can be exchanged for a future award ticket.</p> <p>Award Travel Tips—See which cities offer the best Coach/Economy Class Award Travel opportunities.</p> <p>Some restrictions apply; please visit delta.com for details.</p>
SkyMiles OneSource™ (Delta's automated SkyMiles number)	<p>Award Ticket—You must have a confirmed Award reservation before calling.</p> <p>Award Certificate—Redeem miles and receive a certificate that can be exchanged for a future award ticket.</p> <p>Call 1-800-325-3999 or 1-404-714-2300.</p>
Over the phone with Delta Reservations	<p>Award Ticket—Book and ticket for worldwide Award Travel on Delta, SkyTeam partners and other airline program partners worldwide.</p> <p>Award Certificate—Redeem miles and receive a certificate that can be exchanged for a future Award Ticket.</p> <p>Call the number on the back of your SkyMiles card.</p>

Redemption Options	General Information
Mail/FAX	<p>Submit a letter including your SkyMiles number, name, telephone number, Award code, mileage required and signature. Mail requests to:</p> <p>Delta Air Lines, Inc. Dept. 654 P.O. Box 20543 Atlanta, GA 30320-2543</p> <p>Or FAX requests to: 1-404-773-1945.</p> <p>The Award Certificate will be processed within 15 business days from the date received (provided redemption procedures have been followed).</p>
Delta's City Ticket Offices*	<p>Award Certificates cannot be returned to Travel Agents or hotel addresses.</p> <p>Rapid Redemption is available at Delta City Ticket Offices and most airport counters worldwide for Award Travel on Delta/Delta Connection and airline partners. (Not available in airport gate locations in some international cities where Delta services are provided by another airline.) Check with your local Delta office for award ticketing procedures outside the U.S./Canada.</p> <p>You need valid identification to redeem.</p>

*Only the member may request and pick up the Award Ticket. Subject to applicable fees. Rules may change.

Fees

Process	Fee
Award redemption 0–72 hours in advance	\$75 per ticket
Award redemption 4–14 days in advance	\$50 (\$25 for Medallion members) per account transaction
Award redemption 15+ days in advance	No charge
Award redemption at airport, regardless of travel date	\$75 per ticket
Award change to routing origin/destination	\$100 per ticket (fee applies for standby)

Process	Fee
Award same-day travel changes	\$25 per ticket.* Standby is not permitted
Mileage Redeposit	\$100 (\$75 for Medallion members)
Replacement of lost ticket	\$100 per ticket (only at Delta/Delta Connection carriers or City Ticket Offices)
Replacement of lost certificate	\$60 per certificate

* Effective March 1, 2003. Contact Delta for details.

Fees apply for e-tickets and paper tickets. Check with Delta for details on fees. Delta reserves the right to change fees.

Other Partner Redemptions

SkyWish™

Through Delta's SkyWish program, you can donate miles to your choice of the following six charities (charities are subject to change): CARE; Make-A-Wish Foundation*; Make-A-Wish Foundation® International; the United Way of America; United Way International; or the rotating Delta SkyWish Charity of the Quarter.

Members may donate any amount above the 5,000-mile minimum. Delta will add 1,000 miles for every 5,000 miles you contribute to the SkyWish program. (Note that SkyWish donations are not tax-deductible for Delta Air Lines or SkyMiles members.)

Members may donate miles through the SkyMiles OneSource automated telephone system at 1-800-325-3999 (have your SkyMiles account number and PIN available) or via e-mail to delta.bids@delta.com, or by submitting a request with your account number in writing to the address listed on page 44.

Milepoint

At Milepoint.com, you can redeem your miles for incredible savings on leisure-related products, including cruise and resort stays or no-cost magazine subscriptions—the choices are extensive. Milepoint is currently limited to the U.S., Canada and Mexico. For more information, visit www.milepoint.com.

Mileage Credit Rules and Conditions

Air Travel Terms

Mileage will be credited under the following terms:

Class-of-service bonuses are awarded based on the fare purchased. Exception: Flights not offering Business or First Class service earn coach credit.

Restrictions

Mileage credit for all carriers will not be given for the following:

- Refunded, forfeited and unused tickets, including nonrefundable tickets
- Airline employees, Travel Agents, tour conductors and/or other persons traveling on a nonrevenue basis or travel industry/cargo customer discount fares
- ~~Certain fares, including, but not limited to, Comair's Weekend Traveler and Priceline fares~~
- Free tickets of any kind (e.g., tickets awarded in this program, tickets received in exchange for a Delta transportation voucher)
- Tickets purchased to carry excess baggage such as musical instruments or to provide extra space for the primary passenger
- Delta charter flights
- Bookings made through some Internet sites as described at those sites

Delta/Delta Connection: Mileage credit is applicable only when ticket reflects a DL-designated flight number.

AeroMexico: No mileage credit for fares booked in G class.

Air France: No mileage credit for fares booked in B, G or X class. No mileage credit for Air France travel via boat/ferry service.

Air Jamaica: No mileage credit for travel on Air Jamaica Express or Eastern Caribbean Express.

China Airlines: Mileage credit is only applicable for fares booked in F, A, C, D, Y, B, M, Q, T, K, H, L, N and X classes.

China Southern: Mileage credit is applicable only on international paid flights booked in F, C, Y, W and S class, including to/from Hong Kong. No mileage credit for China Southern-coded flights operated by other carriers. No credit for intra-China travel.

EL AL Israel Airlines: Mileage credit only applies to flights operated by EL AL Israel Airlines.

Emirates Airlines: No mileage credit for fares booked in A/C/N class. Mileage credit only applies to flights operated by Emirates Airlines.

Korean Air: No mileage credit for fares booked in G or N class and B or Q class.

Malaysia Airlines: No mileage credit for Economy Class fares. Mileage credit is applicable only for residents of the U.S., Bermuda, Canada, the Caribbean, Central America, Mexico and South America. Mileage credit does not apply for intra-Malaysia flights.

Singapore Airlines: No mileage credit for all Economy Class flights if the ticket contains a flight booked in G, N, Q or V class. No mileage credit for Singapore Airlines-coded flights operated by other carriers. No mileage credit for tickets issued as part of a cruise package.

South African Airways: No mileage credit for South African Airways-coded flights operated by other carriers with the exception of South African Express and South African Airlink. No mileage credit for fares booked in E, I or N class.

United Airlines: Mileage credit is applicable on United Airlines domestic flights within/between the 50 United States, Puerto Rico and U.S. Virgin Islands, excluding United's international flights and domestic portions of any international itinerary, United Express and United code-share partner flights.

Virgin Atlantic Airways: No mileage credit for flights between London (LHR) and South Africa (JNB/CPT). Mileage credit only applies to flights operated by Virgin Atlantic Airways.

Car Rental Terms

Mileage will be credited under the following terms:

Alamo[®] Rent A Car; Avis[®]; Dollar Rent A Car; Hertz; National Car Rental[®]; Thrifty Car Rental: Provide car rental company with your SkyMiles membership number at time of rental. Other mileage credit restrictions may apply. Check with car rental partners for details.

Europcar: All rentals are eligible with the exception of Tour Operator, free, staff and travel industry discounted rates. Car replacement, Chauffeur Service and long-term rentals are not eligible for mileage credits. The car must be rented in the member's name to earn mileage credit. Present your SkyMiles card at the time of rental.

Accommodation Terms

For all hotels, mileage will be credited at participating locations for qualifying rates only. Please contact hotel for locations, rates and restrictions that apply.

Crowne Plaza[®] Hotels and Resorts; Holiday Inn[®] Hotels and Resorts; Holiday Inn Express[®]; Staybridge Suites[®] by Holiday Inn: You may collect miles for eligible charges paid to your hotel room bill, including qualifying room rates, food and beverage, telephone, laundry and in-room movies. Eligible charges outside of the United States and Canada are qualifying room rates only. You must be enrolled in the Priority Club[®] Worldwide program in order to collect miles. Membership is complimentary.

Four Points[®]; The Luxury Collection[®]; Sheraton; St. Regis; W Hotels[®]; and Westin Hotels & Resorts: You must be enrolled in the Starwood Preferred Guest program in order to collect miles.

Marriott Hotels, Resorts and Suites; Renaissance Hotels, Resorts and Suites; Marriott Conference Centers; Marriott Vacation Club International; Courtyard by Marriott; Fairfield Inn by Marriott; Springhill Suites by Marriott; Residence Inn by Marriott; TownePlace Suites by Marriott: You must be enrolled in the Marriott Rewards[®] program in order to collect miles. Membership is complimentary.

Wyndham Hotels and Resorts and Summerfield Suites by Wyndham: You must be enrolled in the ByRequest program in order to collect miles. Membership is complimentary.

Credit Card Terms

Delta SkyMiles Credit Card from American Express: Cardmembers must have a U.S. billing address. Bonus miles earned will be awarded six to eight weeks after your first purchase.

In each year of Delta SkyMiles Credit Cardmembership, your miles are limited to \$60,000 of eligible spending (\$100,000 for Gold Delta SkyMiles Credit Cardmembers, unlimited for Platinum Delta SkyMiles Credit Cardmembers), not including bonuses.

In addition, for each year of Delta SkyMiles Business Credit Cardmembership, your miles are limited to \$10,000 per month and \$60,000 per year (\$10,000 per month and \$100,000 per year for Gold Delta SkyMiles Business Credit Cardmembers, unlimited for Platinum Delta SkyMiles Business Credit Cardmembers), not including bonuses. However, one mile for each U.S. dollar of eligible spending on Delta charges will be awarded above this limit.

Delta SkyMiles Credit Card; Gold Delta SkyMiles Credit Card; Platinum Delta SkyMiles Credit Card; Delta SkyMiles Business Credit Card; Gold Delta SkyMiles Business Credit Card; Platinum Delta SkyMiles Business Credit Card: Always Double Miles terms and conditions apply. Offer applies at qualifying stand-alone supermarkets, drugstores, gas stations, home improvement stores, the U.S. Postal Service, wireless phone bill payments and Delta purchases. American Express Cards are not currently accepted for bulk mail. Applies only to qualifying Delta or Delta Connection flights taken with the purchase of a fare that is eligible for frequent flyer mileage credit. Offer applies to Delta Vacations[®] packages, but not other all-inclusive packages.

The annual fee is \$55 for the Delta SkyMiles Credit Card and the Delta SkyMiles Business Credit Card, \$85 for the Gold Delta SkyMiles Credit Card and the Gold Delta SkyMiles Business Credit Card, and \$135 for the Platinum Delta SkyMiles Credit Card and the Platinum Delta SkyMiles Business Credit Card, unless Cardmember maintains a qualified* American Express Consumer Charge Card account in his or her name, in which case there is no annual

fee for the Delta SkyMiles Credit Card and the Delta SkyMiles Business Credit Card, a \$30 annual fee for the Gold Delta SkyMiles Credit Card and the Gold Delta SkyMiles Business Credit Card, and an \$80 fee for the Platinum Delta SkyMiles Credit Card and the Platinum Delta SkyMiles Business Credit Card. For information and to apply, call 1-800-SKYMILES (1-800-759-6453) or visit American Express at www.americanexpress.com/delta. Small-business owners should call 1-800-SUCCESS (1-800-782-2377).

* Qualified accounts include but are not limited to the Personal Card, the Gold Card and the Platinum Card.

Delta SkyMiles Visa Credit Card—United Kingdom: Cardmembers automatically have access to free Purchase Protection Insurance, a credit limit of up to 50,000 pounds, free 24-hour worldwide telephone helpline, up to 250,000 pounds Travel Accident Insurance, fast cash from over 630,000 ATMs throughout the world and free protection against fraud.

Miles earned with the card will automatically appear on your SkyMiles statements within six to eight weeks after purchase. To apply and learn the terms and conditions call 0800 776 262. Calls may be recorded for training purposes.

The Delta SkyMiles Visa Credit Card is issued by MBNA Europe Bank Limited, registered as a branch in Ireland under number E3873 at 46 St. Stephen's Green, Dublin 2. Incorporated in England and Wales under number 2783251. Registered Office: Stansfield House, Chester Business Park, Chester CH4 9QQ. Credit is available, subject to status, only to U.K. residents aged 18 or older. Balances can not be transferred from another MBNA account at the promotional rate. Telephone calls may be monitored and/or recorded for training purposes.

Delta SkyMiles Visa Credit Card—Ireland: Cardmembers automatically have access to free Purchase Protection Insurance, a credit limit of up to 50,000 pounds, free 24-hour worldwide telephone helpline, up to 250,000 pounds Travel Accident Insurance, fast cash from over 630,000 ATMs throughout the world and free protection against fraud.

Miles earned with the card will automatically appear on your SkyMiles statements within six to eight weeks after purchase. To apply and to learn the terms and conditions call 0800 776 262. Calls may be recorded for training purposes.

The Delta SkyMiles Visa Credit Card is issued by MBNA Europe Bank Limited, which is licensed by the U.K. Financial Services Authority and is registered as a branch in Ireland under number E3873 at 46 St. Stephen's Green, Dublin 2. Incorporated in England and Wales under number 2783251. Registered Office: Stansfield House, Chester Business Park, Chester CH4 9QQ. Credit is available, subject to status to Irish residents aged 18 or older. Balances can not be transferred from another MBNA account at the promotional rate. MBNA will monitor and/or record some telephone calls.

Delta SkyMiles Asahi Visa Credit Card—Japan: Cardmembers automatically participate in Prime Club Service, which provides special rates and services in select locations throughout Japan.

Additional benefits for Cardmembers include overseas/domestic travel accident insurance, liability insurance, rescue insurance, travel belongings and shopping insurance. Miles will automatically appear on your SkyMiles statement within 8 to 12 weeks after first purchase.

The first-year annual fee for the Gold Card is 5,000 yen. First-year annual fee is waived for Classic Card. Cardmembers must have Japanese billing address.

For information, and to apply, call 0120-163-212 or visit the SkyMiles Asahi Visa Credit Card Web site: cd1.asahicard.co.jp/delta/.

Delta SkyMiles Corp Banca Visa Credit Card—Chile: Benefits for Cardmembers include overseas/domestic travel accident insurance, liability insurance and traveler's assistance. Miles will automatically appear on your SkyMiles statement within six to eight weeks after first purchase.

First-year annual fee waived. Cardmembers must have Chilean billing address. For more information, and to apply, call 800-22-00-22 (within Chile) or visit www.corpbanca.cl/delta.

Other Partner Terms

Ameritrade: Go to www.ameritrade.com/delta/ or call 1-800-454-9272 for more information.

AT&T Consumer: For complete details, call 1-888-FLY-ATT1 (1-888-359-2881) or visit www.att.com/skymiles.

AT&T Wireless: For complete details in the U.S., call 1-800-217-1497 or visit www.attwireless.com/delta.

Club Rewards[®] from Diners Club International[®]: Redeem Club Rewards points for miles by visiting www.dinersclub.com or calling 800-234-4034 (M–F, 8 a.m.–10 p.m. EST).

EarthLink[™]: Visit www.earthlink.net/delta for complete details.

E-LOAN: Visit www.eloan.com/delta or call 1-800-657-7855 for complete details.

E*TRADE[®] Financial: Go to www.etrade.com/delta or call 1-800-387-2331 for details.

FTD.COM: For complete details, go to ftd.com/skymiles or call 1-800-SEND-FTD and mention promo code 6691.

GMAC Real Estate: Just register by calling 1-800-988-5687 in the U.S. and consult with a real estate service relocation specialist. Certain terms and conditions apply. Additional details at www.gmacrealestate.com/findhome/hr_delta.cfm.

Identity Track: Call 1-866-312-4694 to enroll and for more details.

LendingTree®: Visit www.lendingtree.com/delta or call 1-877-861-8236 for information.

Membership Rewards® Program from American Express: U.S. *Membership Rewards* program and *Membership Rewards Plus*™ enrollees will receive one mile for every eligible point transferred. U.S. *Membership Rewards Options*™ enrollees will receive one mile for every two eligible points transferred. Minimum transfer amount is 1,000 points, and transfers are made in increments of 1,000. Please allow three to five business days for miles to be posted in your SkyMiles account. All standard Delta SkyMiles program rules and conditions apply. Miles cannot be transferred back into the Cardmember's *Membership Rewards* program account. For more information or to enroll in the *Membership Rewards* program, visit www.americanexpress.com/membershiprewards or call 1-800-297-3276.

Membership Rewards® Program from American Express: Outside the U.S., contact your local American Express representative for transfer of your *Membership Rewards* points to your SkyMiles account. When you are ready to book Award Travel on Delta, contact your local Delta representative. A minimum of 1,000 points must be transferred each time. Consult your American Express representative for more information on the miles you will receive per 1,000 point transfer. Miles cannot be transferred back into the Cardmember's *Membership Rewards* account. *Membership Rewards* points can be converted to your SkyMiles account in the following participating countries:

Country	Customer Service Number	Web Site Address
Argentina	0810 77 73927	www.americanexpress.com.ar
Belgium	02 676 24 00	www.americanexpress.be
Brazil	0800 78 1001	www.americanexpress.com.br
Canada	800 668 2639	www.americanexpress.ca
France	014777 7374	www.americanexpress.fr
Germany	069 97 97 15 15	www.americanexpress.de
Italy	06 72 900 769	www.americanexpress.it
Japan	0120 020120	www.americanexpress.co.jp/mplus
Mexico	53 26 26 20 or within Mexico 01 800 503 7400	www.americanexpress.mx
Netherlands	020 504 80 00	www.americanexpress.nl
Spain	91 750 1312	www.americanexpress.com/sp
Sweden	08 429 5500	www.americanexpress.se
Switzerland	01 659 64 64	www.americanexpress.ch
U.K.	01273 863 863	www.americanexpress.com/uk
Venezuela	0212 206 0366	N/A

Network Solutions: Visit www.getairlinemiles.com to sign up and for more information.

Points.com: Visit www.points.com for more information.

Signature Auto Club: Call 1-800-323-5880 to enroll and for more details.

SkyMiles Dining: For SkyMiles members who reside in the U.S. Miles apply for every dollar spent on food and beverages (including tax and tip) during their first visit each month at each participating restaurant—up to 6,000 miles per visit. SkyMiles Dining is very discreet, with no membership card to present. Simply enroll in this complimentary program by registering your American Express, Visa, MasterCard or Discover credit card. Select a participating restaurant and charge your meal as you normally would, using your registered credit card. The miles earned will automatically appear on your SkyMiles statement within six to eight weeks of your dining transaction. For more details and to enroll in this complimentary program, visit www.skymiles.idine.com or call 1-800-818-8339 in the U.S.

1-800-FLOWERS.COM: For a minimum purchase of \$29.99, mention Promotion Code 43M.

Silver Medallion and Gold Medallion members earn 50 bonus miles in addition to the general offer on every order; mention Promotion Code 43S. Platinum Medallion members earn 100 bonus miles in addition to the general offer on every order; mention Promotion Code 43P. For more details, call 1-800-356-9377 or visit www.1800flowers.com.

Recording Mileage Credit

Delta/Delta Connection: Whenever making your reservation via delta.com, with Delta Reservations or with a travel agent, be sure to provide your SkyMiles number. The name on the reservation must match the name on the account for auto-tracking of mileage.

Airline Partners: Provide your SkyMiles number at time of booking or check in for each flight.

Hotel and Car Rental Partners: Each time you make a qualifying reservation, and at time of hotel check-in or car rental pickup, provide your SkyMiles account number and name as shown on your SkyMiles membership card. Mileage is credited to the member whose name appears on the bill for the hotel stay or car rental. Allow six to eight weeks for all partner mileage credit to appear on your SkyMiles statement.

All Other Partners: provide your SkyMiles number and name as shown on your SkyMiles membership card at the time of transaction. Allow six to eight weeks for all partner mileage credits to appear on your SkyMiles account.

Calculation of Mileage

Mileage will be calculated between the origin and final destination. On nonstop and multiple-stop through-flights, mileage will be credited from origin to destination. On connecting flights that require a change of plane and flight number, credit is given for each segment of the trip.

Voluntary plane changes in lieu of nonstop and/or direct flights for the accumulation of additional mileage or segments are not permitted. Delta reserves the right to limit mileage credit for an itinerary to the number of connecting flights actually traveled or the maximum number of segments shown in Delta's published schedule for a connection between any two cities, whichever is less.

Mileage Credit Restrictions

Upon request, mileage credit will be awarded for travel up to 30 days prior to enrollment.

The member must travel on scheduled service flights to earn mileage credit, regardless of who pays for the ticket.

Infants (under age two) must pay an applicable infant or child fare to occupy a seat in order to accumulate miles.

Mileage from one account cannot be pooled or combined with the mileage of another individual's account. ~~Each member must earn his/her own mileage credit.~~

Delta flights, airline partner flights and hotel and car rentals are eligible for credit in only one mileage program and cannot be transferred once recorded.

Delta is the final authority on qualification for mileage credit and reserves the right to revoke mileage at any time if credit was given for travel on an illegally purchased ticket or illegal itinerary.

Prohibited Practices

Delta prohibits certain abusive ticketing practices including but not limited to:

- Back-to-back ticketing
- Throwaway ticketing
- Hidden-city/point-beyond ticketing

These prohibitions apply to all passengers including SkyMiles members.

Account Deletion and Mileage Expiration

Accounts with no activity for 12 consecutive months after enrollment will be deleted.

Should future activity occur, a new SkyMiles number can be obtained by contacting Delta.

Miles will not expire as long as you participate in one of the following activities every three years:

- Travel on a qualifying Delta, Delta Connection, Delta Express or Delta Shuttle flight
- Earn miles in the SkyMiles program with one of the SkyMiles program partners, including airline partners, hotels, car rentals, Delta SkyMiles Credit Card from American Express,

credit card partner or any other program partners such as restaurants, mortgage lenders, real estate brokers and telecommunications

- Redeem your miles for a Delta SkyTeam Award or other airline partner award

SkyMiles Statements and Program Updates

SkyMiles online statements are sent monthly to members through an e-mail reminder, regardless of activity. Members can enroll to receive this monthly e-mail reminder by going to delta.com/myprofile, entering their SkyMiles number and PIN and updating their "Contact Me" preferences. Members who elect to receive online statements will no longer receive a paper statement.

SkyMiles paper statements are sent periodically to U.S. and Canadian members with previous-month mileage activity and quarterly to non-U.S. and Canadian members. Members who elect to receive paper statements should keep their SkyMiles statements as detailed references of their account because statements covering previous time periods cannot be retrieved.

Both paper and online statements indicate the amount of mileage credit earned with Delta, its airline, hotel and car rental partners and all other partners and SkyMiles programs, as well as mileage redemption activity. **Ticket receipts and boarding passes should be retained until mileage credit appears on your SkyMiles statement.**

Current balance, account activity, redemption and program information may be obtained via delta.com/skymiles or via Delta's automated telephone number, SkyMiles OneSource, 24 hours a day, 7 days a week, by calling 1-800-325-3999 or 404-714-2300 from any Touch-Tone® telephone.

Note: A Delta Personal Identification Number (PIN) is required for account information via delta.com and Delta's automated telephone number and for some transactions with reservations.

Delta Personal Identification Number (PIN)

With your SkyMiles number and PIN you have access to your SkyMiles information 24 hours a day, 7 days a week. Without a PIN, certain transactions may only be done via mail or in person with valid identification. Establishment of a PIN indicates your acceptance of the terms and conditions set forth in this Membership Guide governing your PIN. A PIN allows you access to a variety of self-service tools and SkyMiles account information on delta.com and via SkyMiles OneSource, as well as the ability to complete transactions over the phone that could previously be handled only in writing.

Your PIN cannot be viewed or changed by a Delta representative. If you would like to change your PIN to another four-digit number, go to delta.com/changePIN or call 800-325-3999 inside the U.S., Canada and the U.S. Virgin Islands. Outside of these areas, call 404-714-2300.

If you cannot remember your PIN, it will be mailed to you. To request a PIN mailer, go to delta.com/forgotpin or either of the telephone numbers listed above.

You are responsible for the selection and use of your PIN and for maintaining the confidentiality of your PIN. It is a violation of SkyMiles program rules to divulge your PIN. Delta shall have no liability for losses resulting from unauthorized access to, or use of, your PIN.

Account Discrepancies

All account discrepancies must be reported in writing within six months of date of activity.

Delta is not responsible for the delivery of incoming correspondence. Verbal notification for mileage credit discrepancies is not accepted. Altered or illegible documents will not be accepted. Members should maintain copies of tickets/ticket receipts and boarding pass(es) for their records.

If mileage credit for a qualifying Delta/Delta Connection flight or qualifying partner activity is not recorded on member's SkyMiles statement within 90 days (30 days for Delta/Delta Connection), please follow these procedures:

For Delta/Delta Connection and Airline Partner Activity:

If mileage credits have not been recorded on the SkyMiles statement, you should send a copy of your airline ticket/ticket receipt and boarding pass(es) to:

Delta Air Lines, Inc.,
SkyMiles Service Center
Dept. 654
P.O. Box 20532
Atlanta, GA 30320-2532

or fax: 404-773-1945

For Car/Hotel/Miscellaneous Partner Activity:

If mileage credits have not been recorded on your SkyMiles statement in the past 90 days, contact the partners directly.

Award Travel Rules & Conditions

Delta Award Travel Conditions

If you have unredeemed miles in your Delta Frequent Flyer Program balance, you may use them against the SkyMiles Award chart. You may also use these miles to redeem from the Frequent Flyer Program chart.

One stopover allowed, provided it is on a published Delta routing between the origin and destination; single open-jaw itineraries allowed with no stopovers. For travel between Europe and India, stopovers not allowed; single open-jaw itineraries allowed.

Stopover/open-jaw allowances on tickets issued against upgrade Awards are governed by the rules of the fare being used.

Booking Your Award Travel Reservation

You can make a reservation at delta.com/awardticket, and because you have logged on with your SkyMiles number and PIN, the miles in your account can be used to obtain your Award Ticket, as well as the Award Tickets of anyone else traveling with you. Using any Award Ticket requires you to have sufficient miles in your account for immediate ticketing or that you are eligible to qualify for the SkyChoice or SkySaver Award by combining mileage redemption and mileage purchase. Your reservation must be for round-trip travel within or between the continental U.S., including Alaska, Hawaii, Puerto Rico and the U.S. Virgin Islands.

If your travel plans include a stopover, a one-way flight, cities outside the 50 United States and/or redemption from a SkyMiles account with an address outside the 50 United States, Puerto Rico and the U.S. Virgin Islands or for those without access to the Internet, contact Delta Reservations by calling the number on the back of your SkyMiles membership card or Delta at 1-800-323-2323. Award Seat availability is limited, especially during peak travel periods, which vary by date, time and destination.

General Rules for the SkyMiles Mileage Purchase Option

Mileage Purchase is available for members who have a U.S. or Canadian address in their SkyMiles account. A confirmed Delta itinerary booked in R, O or N class is required for travel within or between the 50 United States and Canada. Mileage Purchase is currently not available at airport ticket counters or over the phone outside the U.S. or Canada. Mileage Purchase is available for SkyMiles Award Tickets only and cannot be applied toward upgrades, partner airline (except valid on the Delta Connection carriers), SkyTeam Round-the-World Awards or Award Certificates.

United States federal excise tax, segment fees (a segment is defined as a take-off and a landing), U.S. or international arrival and departure charges, passenger facility charges, fees or taxes, security or other similarly based charges and U.S. and international user fees may apply, depending on the itinerary. If a published routing does not exist between two cities or service is not offered via a published routing, additional Mileage Purchase charges will apply.

Purchased miles do not count toward qualification for any Medallion level and are only applicable toward the redemption of SkyMiles (not Frequent Flyer) Awards. Mileage is available in increments of 1,000 miles (up to 20,000 miles), and only the mileage required for a current itinerary may be purchased. Unless otherwise specified, all standard Delta SkyMiles program rules and conditions apply.

Ticketing

Award Certificates must be exchanged for a Delta/Delta Connection validated ticket prior to travel. Award Tickets may be issued only by Delta/Delta Connection carriers and only on Delta ticket stock.

Award Upgrade Travel tickets may be issued by travel agencies, provided travel is for the SkyMiles member and the applicable fare is used. Upgrade tickets with all Delta space must be plated on Delta. Upgrade tickets with Delta and airline partner space may be plated on Delta or the airline partner specified on the Award. Upgrade tickets with all airline partner travel must be plated on the airline partner specified on the Award Certificate.

Only the air carrier(s) indicated on the Award Certificate may be ticketed for Award Upgrade Travel. All other air travel must be ticketed separately from Award Travel. For international travel, if a published routing does not exist between two cities or service is not offered via a published routing, travel must be within the maximum permitted mileage.

Ticketing Time Limits: Contact Delta for specific information regarding reservation ticketing time limits for Award Travel.

Ticketing Validity: A ticket issued against an Award Certificate will be valid for 12 months from the date of issue, unless otherwise noted on the ticket. Ticket reissuance does not extend validity. For destinations governed by the International Tariff, the ticket will be valid for transportation for one year from the date on which transportation commences at the point of origin designated on the original ticket. If no portion of the ticket is used, validity will be from the date of issuance of the original ticket.

Completely open tickets will not be issued.

Tickets issued against Award Travel cannot be upgraded.

Ticket Reissue/Rerouting

Reissue: Tickets issued against Award Travel may be reissued within the same Award category to change the origin, destination and/or stopover points. A fee applies to the reissue of each SkyMiles Award Ticket. Check with Delta for details. This charge will be collected by the agent reissuing the ticket. Award Tickets cannot be reissued by the SkyMiles Service Center. The reissue of upgrade tickets is governed by the rules of the fare used and does not extend validity.

The service charge does not apply in the following instances:

- Revenue tickets requiring reissue due to use of a SkyMiles Upgrade Award
- Revenue tickets requiring reissue due to use of Delta's paid upgrade (FFY) program
- Award Tickets with a date or time change or change in connecting points between same origin and destination points, or due to co-terminal change

Involuntary Rerouting: Passengers traveling on upgraded or Delta Award tickets while using Delta/Delta Connection may be rerouted on a participating carrier sharing an interline ticketing agreement with Delta and shall be entitled to all other amenities associated with irregular operations.

General Rules for SkyMiles Award Certificates

Award Certificates are valid for travel on Delta or the participating carrier between any two applicable cities approved as Award destinations. Award Certificates must be exchanged for a Delta-validated ticket at a Delta City Ticket Office or a Delta or Delta Connection carrier airport ticket counter. Award Certificates are valid for one year from the date of issue, or for three months following the expiration date of the SkyMiles program, whichever is earlier. Award Certificates are not combinable for use on any one flight. Only Award Certificates bearing the same account number can be returned to the SkyMiles Service Center for redeposit or reissue. Altered or mutilated Award Certificates are not valid and will not be honored.

Unused Award Certificates and Award Tickets may be returned to the SkyMiles Service Center at the address on page 44 for redeposit or reissue. Awards are for round-trip or one-way travel. If used for one-way travel, no residual mileage credit is applicable. In either case, a nonrefundable fee applies per Award. Along with the returned Certificates/Tickets, please include your credit card number and expiration date. A money order will be accepted in lieu of a credit card. Note: Certificates/Tickets issued against expired mileage are not eligible for mileage redeposit or reissue.

All Awards are subject to the rules and restrictions of the affected governments. For additional travel conditions or restrictions, check with Delta.

Positive identification is required for any transaction involving Award Certificates, including check-in. In the event the Certificate is in the name of a minor (under age 18), the parent or guardian can present the Certificate and identification on behalf of the minor. The following forms of identification, listed in order of preference, are acceptable: current driver's license, passport and government, military or police ID card.

Award Transfer

An Award Certificate may be exchanged for a ticket only by the person whose name appears on the certificate. At time of ticketing, the member may designate the Award Ticket be issued in the name of another person.

A member may request that an Award Ticket be issued to another individual at the time reservations are made.

The sale, purchase, assignment or barter of Delta SkyMiles Award Certificates/Vouchers and Award Tickets is illegal.

Unused Award Tickets

Completely unused Award Tickets can be returned for deposit into the member's account. A redeposit fee will apply. Contact Delta by calling the number on the back of your SkyMiles membership card or 1-800-323-2323.

Once travel has commenced on a ticket issued against an Award Certificate, the Award is considered used. Mileage will not be credited back to the account for the unused portion of the ticket. Any remaining flight coupons can be used by the same passenger in sequence for the original routing within one year of original ticket issuance.

Lost/Stolen Award Tickets and Award Certificates

If a SkyMiles Award Certificate is lost or stolen, notify your nearest Delta Representative. A fee will apply for replacements of paper tickets.

If a paper Delta SkyMiles Award Ticket is lost or stolen, a lost ticket application must be filed at a Delta/Delta Connection ticket counter or City Ticket Office, and a fee will apply.

Additional Fees

The payment of any taxes, fees, and charges is the responsibility of the passenger. Both governmental and nongovernmental fees are usually collected by Delta at the time of ticketing. In some instances, the government may elect to collect the fees directly from the passenger.

Partner Award Travel

The following information applies to all partner Award Travel: Awards are valid for round-trip or one-way travel.

Partner airline international Awards, where applicable, will include a connection from the continental U.S., Alaska, Bermuda, Canada, the Caribbean or Mexico on Delta/Delta Connection to/from the partner's nearest U.S., Canada or Mexico gateway.

On transportation involving Award Travel or upgraded BusinessElite/Business Class travel, the applicable connecting Delta service is dependent on the interline agreement between Delta and the partner airline.

Award destinations are subject to change without notice.

Check with Delta for partner travel conditions, blackout dates, applicable fares for upgrade Awards and Award Travel restrictions.

Partner airline Award Travel may be applicable only on airline partner-operated flights.

SkyMiles Membership Rules and Conditions

General Notes

Some or all parts of the SkyMiles program may not be legal in certain countries. Consequently, the SkyMiles program is void where prohibited by law. Full terms and conditions are available online at delta.com/skymiles or may be requested by calling the number on the back of your SkyMiles card or by contacting your local Delta representative.

Conditions of Enrollment

Delta's SkyMiles program is open to any person in any country that has not prohibited participation in frequent flyer programs.

Corporations and/or entities cannot be enrolled as members.

Members must provide full name to participate in the SkyMiles program. Full name means the ~~given name, middle initial or middle name, if any, and family or surname.~~ The full name must be the same as the name on the member's passport or other valid travel document (i.e. Visa, Resident Alien Card, etc.). Members will be assigned an individual membership number upon enrollment and will receive a membership packet six to eight weeks after first activity. Membership numbers are nontransferable.

Only one person may be enrolled per SkyMiles account.

One account must serve both business and personal travel needs.

In the event more than one account number is assigned to the same individual (duplicate accounts), only the applicable mileage credit, excluding any enrollment bonus, can be transferred to the remaining account. Duplicate accounts will be canceled upon written notification from the member or at Delta's discretion.

Name and Address Changes

Delta reserves the right to reject a request to change an e-mail or postal address. Each member shall be responsible for advising Delta of any change of name, e-mail or postal address on their account.

Using their Delta Personal Identification Number (PIN), members may update their account address information by visiting delta.com/myprofile. Call Delta's automated telephone system, SkyMiles OneSource, at 1-800-325-3999 or 404-714-2300. Members may also call a SkyMiles Reservation Sales Representative. Or write to the SkyMiles Service Center at the address listed on page 44.

The member's signature and SkyMiles membership number must be included in all written correspondence.

Requests for name changes require supporting legal documentation.

Audit and Disqualification

Delta reserves the right to audit any and all members' accounts at any time and without notice to the member to ensure compliance with the rules set forth in this program guide and Delta's conditions of carriage, which apply to all passengers and which are hereby incorporated herein by reference. Delta's conditions of carriage include a prohibition against actions involving:

- Fictitious multiple bookings
- Misuse of tickets
 - Altered tickets
 - Forged/counterfeit/stolen tickets
 - Back-to-back tickets
- Throwaway and hidden-city/point-beyond tickets
- Verbal or physical abuse

In the event the audit reveals discrepancies or violations, the processing of Award Certificates/Tickets and statements may be delayed until the discrepancies or violations are resolved. Violators are subject to having their SkyMiles accounts inhibited. While the account is inhibited, accounts can continue to accrue miles; however, mileage cannot be redeemed. Based on the audit, penalties may be imposed through the deduction of miles.

Delta also reserves the right to disqualify any person from further participation in the SkyMiles program or special promotions if, in Delta's sole judgment, that person (i.e., a travel agent, ticket broker or any individual who sells, purchases, assigns or barter mileage from another individual's SkyMiles account) has violated Delta's conditions of carriage or any of the rules described herein.

Disqualification will result in termination of an individual's membership, loss of accumulated mileage credit and the cancellation of any unused Awards.

Important Notice Concerning Program Changes and Termination

Delta and its program partners reserve the right to change program rules, benefits, regulations, Travel Awards, fees, mileage Award levels and special offers at any time without notice.

This means that Delta may initiate changes, for instance, impacting partner affiliations, rules for earning mileage credit, continued availability of Awards or blackout dates. Delta may also limit the seats available for Award Travel to any or all destinations **(including, but not limited to, allocating no Award seats on certain flights)**. Such changes to Delta's frequent flyer program may include modifications that (i) govern mileage credits or other benefits earned on or after the date of change, (ii) change the value of already accumulated mileage credits or other benefits or (iii) govern mileage credits or other benefits earned on or after the date of

change and change the value of already accumulated mileage credits. Delta reserves the right to terminate the Delta frequent flyer program with six months' notice. Unless otherwise stated, the terms and conditions of the program's current *Membership Guide and Program Rules* govern the program and any benefit associated with the program.

Legal Notification

The sale, purchase or barter of mileage credit, vouchers, Award Certificates and Award Tickets violates Delta's program rules, is illegal and subjects the violator to liability for damages and litigation and transaction costs. Violators are subject to having their accounts terminated or deductions of mileage made from their accounts. Improperly obtained Certificates/Tickets are VOID and will be confiscated. Persons trying to use such tickets must pay the applicable fare to Delta in order to travel.

Privacy Statement

We are always conscious and respectful of your personal privacy. Visit delta.com/privacy for our full privacy policy.

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Telephone Numbers for Reservations and Information

Delta Web Site	delta.com
Reservations	1-800-323-2323*
International Reservations	Call the number on the back of your SkyMiles card
SkyMiles OneSource	1-800-325-3999† 404-714-2300‡

*Within the U.S., the U.S. Virgin Islands, Puerto Rico and Canada.

†Within the U.S., the U.S. Virgin Islands, Puerto Rico, the Bahamas and Canada.

‡All areas other than those specified above.

Country	City	Phone Number
Argentina	All cities	0800 666 0133
Austria	Vienna	01 79 56 70 23
Bahamas, The	Nassau	1-800-221-1212
Belgium	Brussels	02 711 9799
Bermuda	All cities	1-800-221-1212
Brazil	All cities	0800-221-121
Chile	All cities	800 20 20 20
Colombia	All cities	01 800 956 1035

Country	City	Phone Number
Costa Rica	All cities	0800 056 2002 257-4141
Czech Republic	All cities	(02) 2494 6733
Denmark	All cities	038 48 72 28
Egypt	All cities	(02) 736-2039
El Salvador	San Salvador	800-6005 275-9292
Finland	Helsinki	096 122 020
France	All cities	0 800 354 080
Germany	All cities	0180 333 7880
Greece	All cities	00800 4412 9506
Guatemala	Guatemala City	1800 300 0005 337-0642
Hong Kong	All cities	852-2526-5875
Hungary	All cities	012 944 400
India	Mumbai (Bombay)	91-22-28267000
Ireland	Dublin	1 800 768 080
Israel	All cities	(03) 620-1101
Italy	All cities	800 477 999
Japan	Tokyo	03-3593-6666 0120-333-742 (toll-free outside of Tokyo 03 area)
Korea	Seoul	(2) 754-1921
Malaysia	Kuala Lumpur	(03) 291-7113
Mexico	Mexico City	(5) 279-0909
	All other cities	01-800-9022100 01-800-1234710
Netherlands, The	Amsterdam	020 2013536
Panama	Panama City	00800 560 0041 214-8118
Peru	Lima	0800 50861 211-9-211
Portugal	All cities	0210329412
Russia	All cities	095 937 9090
Singapore	All cities	352-2816

Country	City	Phone Number
Spain	Barcelona	901 116 946
	Madrid	91 7496630
Sweden	All cities	08 5 876 9101
Switzerland	All cities	0800 55 2036
Taiwan	Taipei	(2) 551-3656
Turkey	Istanbul	0212 2333820
United Arab Emirates	All cities	(04) 397-0118
United Kingdom	All cities	0800 414 767
Venezuela	Caracas	0 800 100 3453
		(212) 958 1000

SkyMiles Member Services Outside the U.S.

Within Europe	44-208-601-6049
Within Japan	03-3593-6666 (Tokyo) 0120-333-742 (toll-free outside of Tokyo 03 area)
Within Asia, except Japan	81-3-3593-8611

in all other areas, please call your local Delta Representative.

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ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DELTA AIR LINES, INC.)

Plaintiff,)

vs.)

THE SMART FLYER, INC.,)

MICHAEL HOLTZ,)

JEFFREY TRAUGOT,)

and DARRYN WEINSTEIN,)

1:03-CV-2652

CASE NO. _____

Defendants.

SUMMONS IN A CIVIL ACTION

TO: Darryn Weinstein

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court and serve upon Plaintiff's Attorney, Frank M. Lowrey, IV, Esq., Bondurant, Mixson & Elmore, LLP, 1201 W. Peachtree Street, NW, 3900 One Atlantic Center, Atlanta, Georgia 30309, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Clerk of Court **LUTHER D. THOMAS**

Date: **SEP 04 2003**


By: Deputy Clerk

(This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure).

ORIGINAL

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

DELTA AIR LINES, INC.)

Plaintiff,)

vs.)

THE SMART FLYER, INC.,)

MICHAEL HOLTZ,)

JEFFREY TRAUGOT,)

and DARRYN WEINSTEIN,)

1:03-CV-2652

CASE NO. _____

Defendants.

SUMMONS IN A CIVIL ACTION

TO: Jeffrey Traugot

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court and serve upon Plaintiff's Attorney, Frank M. Lowrey, IV, Esq., Bondurant, Mixson & Elmore, LLP, 1201 W. Peachtree Street, NW, 3900 One Atlantic Center, Atlanta, Georgia 30309, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Clerk of Court **LUTHER D. THOMAS**Date: **SEP 04 2003**


By: Deputy Clerk

(This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure).

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DELTA AIR LINES, INC.)

Plaintiff,)

vs.)

THE SMART FLYER, INC.,)

MICHAEL HOLTZ,)

JEFFREY TRAUGOT,)

and DARRYN WEINSTEIN,)

1:03-CV-2652
CASE NO. _____

Defendants.

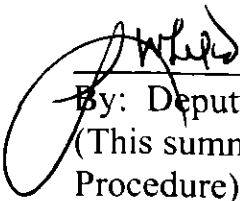
SUMMONS IN A CIVIL ACTION

TO: Michael Holtz

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court and serve upon Plaintiff's Attorney, Frank M. Lowrey, IV, Esq., Bondurant, Mixson & Elmore, LLP, 1201 W. Peachtree Street, NW, 3900 One Atlantic Center, Atlanta, Georgia 30309, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Clerk of Court **LUTHER D. THOMAS**

Date: SEP 04 2003


By: Deputy Clerk

(This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure).

ORIGINAL

IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

DELTA AIR LINES, INC.)

Plaintiff,)

vs.)

1:03-cv-2652
CASE NO. _____

THE SMART FLYER, INC.,)

MICHAEL HOLTZ,)

JEFFREY TRAUGOT,)

and DARRYN WEINSTEIN,)

Defendants.

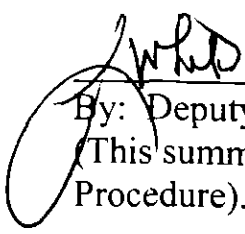
SUMMONS IN A CIVIL ACTION

TO: The Smart Flyer, Inc.

YOU ARE HEREBY SUMMONED and required to file with the Clerk of this Court and serve upon Plaintiff's Attorney, Frank M. Lowrey, IV, Esq., Bondurant, Mixson & Elmore, LLP, 1201 W. Peachtree Street, NW, 3900 One Atlantic Center, Atlanta, Georgia 30309, an answer to the complaint which is herewith served upon you, within 20 days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint.

Clerk of Court **LUTHER D. THOMAS**

Date: SEP 04 2003


By: Deputy Clerk

(This summons is issued pursuant to Rule 4 of the Federal Rules of Civil Procedure).